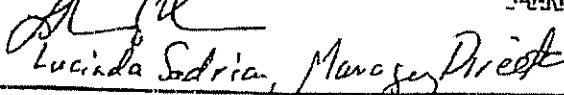
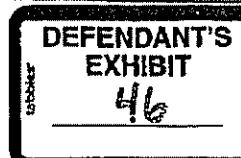


**ROA
TAB
524**

FORM B10 (Official Form 10) (4/01)

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE		PROOF OF CLAIM
Name of Debtor Winstar Communications Inc	Case Number 01-01430 (JJF)	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "report" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property) Lucent Technologies Inc and its affiliates	<input type="checkbox"/> Check box anyone else claim rel. Attach to this particular <input type="checkbox"/> Check box received bankruptcy court in this case. <input checked="" type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court	
Name and address where notices should be sent Lucent Technologies Inc Jones Day Reavis & Pogue Attn: Thomas M O'Hara, Esq. Attn: Richard M Cieri, Esq. 600-700 Mountain Ave. North Point 901 Lakeside Ave Murray Hill, NJ 07974-0636 Cleveland, Ohio 44114-1190 Telephone number (908)582 8500 (216)588 3939	<small>FILED U.S. BANKRUPTCY COURT WINSTAR COMMUNICATIONS INC 01-1430 (JJF) 0600002019</small> 	
THIS SPACE IS FOR COURT USE ONLY		
Account or other number by which creditor identified debtor See Exhibit A	Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim dated _____	
1 Basis for Claim <input checked="" type="checkbox"/> Goods sold <input checked="" type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned (and related claims) <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other (See Exhibit A)		
<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries and compensation (fill out below) Your SS # _____ Unpaid compensation for services performed from _____ to _____ (date) (date)		
2 Date debt was incurred 5/4/2000		3 If court judgment, date obtained
4 Total Amount of Claim at Time Case Filed An amount not less than \$799,060,307.68 plus certain unliquidated amounts (an itemized statement of this claim is attached hereto as Exhibit A)		
<input checked="" type="checkbox"/> If all or part of your claim is secured or entitled to priority also complete Item 5 or 6 below <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5 Secured Claims <input checked="" type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff) Brief Description of Collateral <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> X Other See Exhibit B Value of Collateral In excess of dollar amount of claims Amount of entrapage and other charges at time case filed included in secured claims if any An amount not less than \$766,489.553.00 plus certain unliquidated amounts		6 Unsecured Priority Claim <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim <input type="checkbox"/> Wages, salaries, or compensation (up to \$4,650), earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier 11 U.S.C. § 507(a)(1) <input type="checkbox"/> Contribution to an employee benefit plan 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$2,100 of deposits toward purchase, lease or rental of property, services for personal, family or household use 11 U.S.C. § 507(a)(6) <input type="checkbox"/> All money on deposit, support owed to spouse, former spouse, or child 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) _____ <small>Amounts are subject to adjustment on 11/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment</small>
7 Credits The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim		THIS SPACE IS FOR COURT USE ONLY
8 Supporting Documents Attach copies of supporting documents such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS If the documents are not available, explain. If the documents are voluminous, attach a summary		
9 Date Stamped Copy To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim		
Date 10/11/01	Sign and print the name and title of any officer, creditor or other person authorized to file this claim (attach copy of power of attorney, if any). On behalf of Lucent Technologies Inc. and its affiliates  Lucinda Sadrin, Manager Director	
<small>Penalty for presenting fraudulent claim. Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571</small>		



INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In particular types of cases or circumstances such as bankruptcy cases that are not filed voluntarily by a debtor, there may be exceptions to these general rules.

—DEFINITIONS—

Debtor

The person, corporation or other entity that has filed a bankruptcy case is called the debtor.

Creditor

A creditor is any person, corporation, or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed.

Proof of Claim

A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim). This form must be filed with the clerk of the bankruptcy court where the bankruptcy case was filed.

Secured Claim

A claim is a secured claim to the extent that the creditor has a lien on property of the debtor (collateral) that gives the creditor the right to be paid from that property before creditors who do not have liens on the property.

Examples of liens are a mortgage on real estate and a security interest in a car, truck, boat, television set or other item of property. A lien may have been obtained through a court proceeding before the bankruptcy case began in some states a court judgment is a lien. In addition, to the extent a creditor also owes money to the debtor (has a right of setoff), the creditor's claim may be a secured claim. (See also *Unsecured Claim*.)

Unsecured Claim

If a claim is not a secured claim it is an unsecured claim. A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full.

Unsecured Priority Claim

Certain types of unsecured claims are given priority so they are to be paid in bankruptcy cases before most other unsecured claims (if there is sufficient money or property available to pay these claims). The most common types of priority claims are listed on the proof of claim form. Unsecured claims that are not specifically given priority status by the bankruptcy laws are classified as *Unsecured Nonpriority Claims*.

Items to be completed in Proof of Claim Form (if not already filled in)

1 Court, Name of Debtor and Case Number

Fill in the name of the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the name of the debtor in the bankruptcy case and the bankruptcy case number. If you received a notice of the case from the court, all of this information is near the top of the notice.

Information about Creditor

Complete the section giving the name, address and telephone number of the creditor to whom the debtor owes money or property and the debtor's account number if any. If anyone else has already filed a proof of claim relating to this debt, if you never received notices from the bankruptcy court about this case, if your address differs from that to which the court sent notice or if this proof of claim replaces or changes a proof of claim that was already filed, check the appropriate box on the form.

2 Basis for Claim

Check the type of debt for which the proof of claim is being filed. If the type of debt is not listed, check "Other" and briefly describe the type of debt. If you were an employee of the debtor, fill in your social security number and the dates of work for which you were not paid.

3 Date Debt Incurred

Fill in the date when the debt first was owned by the debtor.

4 Court Judgments

If you have a court judgment for this debt, state the date the court entered the judgment.

5 Total Amount of Claim at Time Case Filed

Fill in the total amount of the entire claim. If interest or other charges in addition to the principal amount of the claim are included, check the appropriate place on the form and attach an itemization of the interest and charges.

5 Secured Claim

Check the appropriate place if the claim is a secured claim. You must state the type and value of property that is collateral for the claim, attach copies of the documentation of your lien, and state the amount past due on the claim as of the date the bankruptcy case was filed. A claim may be partly secured and partly unsecured. (See DEFINITIONS above.)

6 Unsecured Priority Claim

Check the appropriate place if you have an unsecured priority claim, and state the amount entitled to priority. (See DEFINITIONS above.) A claim may be partly priority and partly nonpriority if for example, the claim is for more than the amount given priority by the law. Check the appropriate place to specify the type of priority claim.

7 Credits

By signing this proof of claim, you are stating under oath that in calculating the amount of your claim you have given the debtor credit for all payments received from the debtor.

8 Supporting Documents

You must attach to this proof of claim form copies of documents that show the debtor owes the debt claimed or if the documents are too lengthy a summary of those documents. If documents are not available, you must attach an explanation of why they are not available.

Exhibit A

Summary of Secured Claim of Lucent Technologies Inc. (collectively with its affiliates, "Lucent") Relating to the Lucent Credit Agreement

I Summary of Claim

Prior to the date of the Debtor's bankruptcy filing, Lucent sold equipment and services to the Debtor and certain of its affiliates pursuant to the Lucent Supply Agreement (as such term is defined herein). The Debtor and its affiliates financed their purchases of equipment and services from Lucent as well as their purchases of certain equipment and services from third-party vendors pursuant to the Lucent Credit Agreement (as such term is defined herein). The secured claim asserted by Lucent herein arises under or relates to among other things, the Lucent Credit Agreement and related documents and agreements including the Lucent Supply Agreement, the Lucent Security Agreements, the Lucent Cash Collateral Agreements, the Lucent Guarantee Agreement, the Lucent Pledge Agreement (as such terms are defined herein) and certain UCC-1 Financing Statements.¹ A breakdown of this secured claim is set forth at Tab A 1.²

II Supporting Documentation

A summary of the documents supporting Lucent's secured claim is set forth at Tab A 2

¹ Lucent was granted certain rights and remedies under the Lucent Credit Agreement. For instance, Lucent had the right to convert certain loans extended under the Lucent Credit Agreement to senior notes to be issued by Debtor Winstar Communications, Inc. ("WCI"), pursuant to the Conversion Agreement executed between WCI and Lucent and the related indenture. Lucent hereby specifically reserves its rights in the future to assert and pursue its rights and remedies under the Lucent Credit Agreement and any and all related documents and agreements and to amend, modify or supplement this proof of claim to the extent necessary to assert such rights and remedies.

² The Debtors currently have possession of certain lab equipment in which Lucent holds all title interests and rights, accordingly the Debtors' estates do not have any interest in or right to the lab equipment. The lab equipment is described on Exhibit A to the Stipulation and Agreed Order Resolving Motion of Secured Creditor Lucent Technologies Inc. for Relief from Automatic Stay or, Alternatively, Adequate Protection with Respect to Certain Investment and Disbursement Accounts (the "Stipulation and Agreed Order"), filed by the Debtors and Lucent on or about October 3, 2001. To the extent that the Debtors fail to turn over the lab equipment to Lucent, Lucent hereby reserves its rights to assert claims against the Debtors relating to the lab equipment and to amend, modify or supplement this proof of claim to incorporate such claims.

III Detailed Information Supporting Claim

- A** A summary of Lucent's claims under the Lucent Credit Agreement and related documents is set forth at **Tab A 3**
- B** A summary of the borrowing requests submitted under the Lucent Credit Agreement is set forth at **Tab A 4**
- C** A chart summarizing the UCC 1 Financing Statements filed by or on behalf of Lucent in connection with the Lucent Credit Agreement, the Lucent Security Agreements, the Lucent Cash Collateral Agreements and the Lucent Pledge Agreement is set forth at **Tab A 5**

IV Reservation of Rights

- A** Lucent has used its best efforts in preparing this proof of claim based on the information currently available to it. To the extent that additional information becomes available or other claims come to its attention, Lucent hereby reserves its rights to amend, modify or supplement this proof of claim.
- B** In addition to the documents and information provided herein to support Lucent's secured claim, Lucent also relies upon applicable law, including applicable federal, state and common law, and hereby reserves all of its rights thereunder.

Tab A.1

**Breakdown of Lucent's Secured Claim
Under the Lucent Credit Agreement**

<u>Basis of Claim</u>	<u>Relevant Section of Lucent Credit Agreement</u>	<u>Amount</u>
Principal	201, 202	\$736,919,626.31
Interest	211, 212	\$47,471,506.32
Fees	210	\$10,208,734.32
Expenses	903(a)	\$4,460,440.73
Indemnity ¹	903(b)	Unliquidated
Other Fees, Costs and Charges Due Under Lucent Credit Agreement ²		Unliquidated
TOTAL³		\$799,060,307.68

- ¹ Although the amount of Lucent's indemnity claims under the Lucent Credit Agreement is not known at this time, Lucent hereby specifically reserves its rights to assert such claims and to amend, modify or supplement this proof of claim to reflect the amount of such claims
- ² Although the amount of additional fees, costs and other charges due under the Lucent Credit Agreement is not known at this time Lucent hereby specifically reserves its rights to assert such claims and to amend, modify or supplement this proof of claim to reflect the amount of such claims
- ³ On or about October 3, 2001, the Debtors and Lucent executed and filed the Stipulation and Agreed Order. The Stipulation and Agreed Order resolves, among other things, the parties' respective interests in and rights to certain Accounts (as such term is defined in Exhibit B attached hereto) and permits Lucent to apply a portion of the proceeds of the Accounts towards the payment of Lucent's secured claim against certain of the Debtors. As of the date of this proof of claim, however, the Stipulation and Agreed Order has not yet been entered by the Court. Accordingly, Lucent has not yet received or applied the proceeds of the Accounts to reduce its secured claim against certain of the Debtors.

Tab A.2

Summary of Supporting Documentation

Because of the voluminous nature of the supporting documents, Lucent has not attached copies of such documents hereto. Lucent however, will provide copies of the Supporting Documents to any party in interest (i) upon request to its counsel, Jones, Day, Reavis & Pogue, and (ii) and subject to appropriate confidentiality restrictions acceptable to Lucent. Lucent believes that the Debtor has copies of all of the documents listed below.

Supporting Documents

- Credit Agreement dated May 4, 2000, among WVF I LLC, Winstar Communications, Inc., The Bank of New York and Lucent Technologies Inc. (as amended and collectively with any schedules and exhibits thereto the "Lucent Credit Agreement"), any amendments thereto and any and all related documents and agreements
- First Amendment to the Lucent Credit Agreement dated June 23, 2000, among WVF-I LLC, Winstar Communications Inc., The Bank of New York and Lucent Technologies Inc.
- Acknowledgment dated June 20, 2000 among WVF-I LLC, Winstar Network Expansion LLC, Winstar Communications Inc., Lucent Technologies Inc. and The Bank of New York, as Administrative Agent and Collateral Agent for the lenders under that certain Revolving Credit and Term Loan Agreement, dated May 4, 2000
- Acknowledgment dated December 22, 2000, among WVF-LU2 LLC, Winstar Network Expansion LLC, Winstar Communications, Inc., Lucent Technologies Inc. and The Bank of New York, as Administrative Agent and Collateral Agent for the lenders under that certain Revolving Credit and Term Loan Agreement, dated May 4, 2000
- Cash Account Security Agreement, dated June 23, 2000, between WVF I LLC and The Bank of New York, as Collateral Agent for the benefit of Lucent (the "WVF-I Cash Collateral Agreement")
- Cash Account Security Agreement, dated December 22, 2000, between WVF-LU2 LLC and The Bank of New York, as Collateral Agent for the benefit of Lucent (collectively with the WVF I Cash Collateral Agreement, the "Lucent Cash Collateral Agreements")
- Equipment User Agreement dated May 23, 2000, among WVF-I LLC, Winstar Wireless Inc., Lucent Technologies Inc., as Administrative Agent and The Bank of New York, as Collateral Agent for the benefit of Lucent

Summary of Supporting Documentation
Continued

- Guarantee Agreement, dated May 9, 2000, among Winstar Communications, Inc , WCI Capital Corp , and Lucent Technologies Inc , as Administrative Agent
- Investment Intermediary Acknowledgments and Disbursing Bank Acknowledgments, dated June 23, 2000, among WVF-I LLC, The Bank of New York, as Collateral Agent for the benefit of Lucent, and Fleet National Bank and State Street Bank & Trust Company, respectively (collectively, the "WVF-I Acknowledgments")
- Investment Intermediary Acknowledgments and Disbursing Bank Acknowledgments, dated December 22, 2000 among WVF LU2 LLC The Bank of New York, as Collateral Agent for the benefit of Lucent and Fleet National Bank and State Street Bank & Trust Company respectively (collectively with the WVF I Acknowledgments the "Acknowledgments")
- Pledge Agreement, dated May 4, 2000 between Winstar Wireless Inc and The Bank of New York as Collateral Agent for the benefit of Lucent (the "Lucent Pledge Agreement")
- Security Agreement, dated as of May 9, 2000 between WVF-I LLC and The Bank of New York, as Collateral Agent for the benefit of Lucent (the "WVF I Security Agreement")
- Security Agreement, dated as of December 22 2000, between WVF-LU2 LLC and The Bank of New York as Collateral Agent for the benefit of Lucent (collectively with the WVF-I Security Agreement the 'Lucent Security Agreements')
- Supply Agreement, dated October 21, 1998, between Winstar Communications, Inc and Lucent Technologies Inc (as amended and collectively with any schedules and exhibits thereto, the "Lucent Supply Agreement") any amendments thereto and any and all related documents, agreements and statements of work
- All documents, agreements and other materials that may be produced in connection with any discovery related to this proof of claim

Tab A.3

Summary of Secured Claims under the Lucent Credit Agreement

- **Principal** The Borrowers (as such term is defined in the Lucent Credit Agreement) are obligated to pay Lucent principal loaned through the Borrowing Requests under the Lucent Credit Agreement. See Lucent Credit Agreement § 2 01-02, Tab A 4. As of April 18, 2001 (the 'Petition Date'), the amount of principal due under the Lucent Credit Agreement totaled \$736,919,626 31
- **Interest** The Borrowers must pay Lucent interest on the outstanding principal under the Lucent Credit Agreement. See Lucent Credit Agreement § 2 11. As of the Petition Date, the amount of interest due under the Lucent Credit Agreement totaled \$18,922 649 51. Since the Petition Date interest has continued to accrue under the Lucent Credit Agreement and as of October 8, 2001 such amount totaled \$28,548 856 81 (for the period from the Petition Date through October 8, 2001).^v
- **Fees** The Borrowers owe Lucent a commitment fee that is payable on the last day of March June September and December of each year. The commitment fee accrues at 1 5% per annum on the average daily amount of the Available Commitment (as such term is defined in the Lucent Credit Agreement). See Lucent Credit Agreement § 2 10(a). As of the Petition Date, the amount of such fees due under the Lucent Credit Agreement totaled \$2 839 538 06. In addition the Borrowers were obligated to pay to Lucent a 1% fee on outstanding principal on April 4, 2001 (the parties extended this deadline to April 13, 2001). See Lucent Credit Agreement § 2 10(b). As of the Petition Date the Borrowers owed Lucent \$7,369,196 26 on account of such fee
- **Expenses** The Borrowers must pay certain costs and expenses reasonably incurred by Lucent in connection with the negotiation, preparation and execution of the Lucent Credit Agreement including fees, charges and disbursements of counsel and costs relating to the enforcement or protection of Lucent's rights under the Lucent Credit Agreement. See Lucent Credit Agreement § 9 03(a). As of October 8, 2001, the amount of expenses due under the Lucent Credit Agreement totaled approximately \$4,460,440 73

These expenses include storage and warehousing charges incurred by Lucent on behalf of the Debtor to store and protect the equipment. As of the Petition Date, the amount of storage and warehousing charges due under the Lucent Credit Agreement totaled \$159 841 00. Since the Petition Date storage and warehousing charges have continued to accrue under the Lucent Credit

^v Interest continues to accrue under the Lucent Credit Agreement, and Lucent hereby specifically reserves its rights to amend, modify or supplement this proof of claim to incorporate and assert such additional interest

Tab A.4

Summary of Borrowing Requests

Date of Borrowing Request	Borrower	Total Borrowing
6/23/00	WVF 1 LLC	\$248 064,106 03
7/24/00	WVF-1 LLC	72,369,718 05
8/24/00	WVF-1 LLC	73,540,891 64
9/22/00	WVF 1 LLC	103,058 768 11
10/20/00	WVF-1 LLC	192,932 320 87
11/30/00	WVF-1 LLC	63,604,904 42
12/22/00	WVF-LU2 LLC	32,006 966 01
12/29/00	WVF-LU2 LLC	62 324 930 00
1/26/01	WVF-LU2 LLC	48,735 275 74
2/23/01	WVF-LU2 LLC	34,281,745 44
Subtotal		\$930 919 626 31
Payment on 12/7/00		(194 000 000 00)
TOTAL		\$736,919,626.31

Summary of Liens and Statements

A.5

UCC TYPE	DEBTOR	DEBTOR ADDRESS	DEBTOR TAX ID	DEBTOR STATE	JURISDICTION	FILE DATE	FILE NUMBER
1	WVF-I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	AK	SECRETARY OF STATE	6/19/2000	482366
1	WVF-I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	AL	SECRETARY OF STATE	6/16/2000	B1000 24609
1	WVF-I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	AR	SECRETARY OF STATE	6/16/2000	1249143
1	WVF-I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	AZ	SECRETARY OF STATE	6/16/2000	1121874
1	WVF-I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	AZ	MARICOPA COUNTY	6/16/2000	00 0 160046
1	WVF-I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	CA	SECRETARY OF STATE	6/16/2000	1726131
1	WVF-I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	CO	SECRETARY OF STATE	6/16/2000	20002054626
1	WVF-I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	CT	SECRETARY OF STATE	6/19/2000	2004895
1	WVF-I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	DC	SECRETARY OF STATE	6/20/2000	2000057462
1	WVF-I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	DE	SECRETARY OF STATE	6/19/2000	183124
1	WVF-I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	DE	SECRETARY OF STATE	7/11/2000	43441
1	WVF-I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	FL	SECRETARY OF STATE	6/16/2000	200000140342
1	WVF-I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	GA	COBB	6/21/2000	3320008647
1	WVF-I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	GA	DE KALB	6/21/2000	44200005217
1	WVF-I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	GA	FULTON	6/16/2000	60200011341
1	WVF-I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	GA	GWINNETT	6/21/2000	6782
1	WVF-I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	HI	SECRETARY OF STATE	6/20/2000	2000 084279
1	WVF-I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	IL	SECRETARY OF STATE	6/16/2000	P111550
1	WVF-I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	ID	SECRETARY OF STATE	6/16/2000	B 873094
1	WVF-I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	IL	SECRETARY OF STATE	6/27/2000	4228359

5
Summary of Filing Statements

UCC TYPE	DEBTOR	DEBTOR ADDRESS	DEBTOR TAX ID	FILING STATE	JURISDICTION	FILE DATE	FILE NUMBER
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	IN	STATE SECRETARY OF	6/19/2000	2331444
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	KS	STATE SECRETARY OF	6/19/2000	3727690
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	KY	STATE SECRETARY OF	6/16/2000	1603816
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	LA	JEFFERSON ORLEANS	6/29/2000	26245536
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	LA	ORLEANS SECRETARY OF	6/16/2000	3614929
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	MA	STATE BOSTON	6/16/2000	721960
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	MA	BOSTON	6/26/2000	426443
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	MA	BOSTON CITY	6/19/2000	426263
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	MA	BURLINGTON	6/26/2000	398
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	MA	MANSFIELD	6/27/2000	136-00
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	MD	STATE SECRETARY OF	6/19/2000	181049385
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	ME	STATE SECRETARY OF	6/16/2000	1368723
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	MI	STATE SECRETARY OF	6/16/2000	146926C
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	MN	STATE SECRETARY OF	6/16/2000	2216862
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	MO	STATE JACKSON	6/16/2000	20000424078
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	MO	ST LOUIS SECRETARY OF	6/26/2000	200005006
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	MS	STATE SECRETARY OF	6/16/2000	1440594
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	MT	STATE SECRETARY OF	6/19/2000	60040232
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	NC	STATE SECRETARY OF	6/16/2000	20000061209

Summary - Filing Statements

D.A.5

UCC TYPE	DEBTOR	DEBTOR ADDRESS	DEBTOR TAX ID	FILING STATE	JURISDICTION	FILE DATE	FILE NUMBER
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	NC	MECKLENBURG SECRETARY OF STATE	6/19/2000 6/16/2000	20005418 949158
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	ND	SECRETARY OF STATE	6/16/2000	949158
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	NE	SECRETARY OF STATE	6/16/2000	99000633540
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	NH	SECRETARY OF STATE	6/12/2000	562377
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	NJ	SECRETARY OF STATE	6/15/2000	1981526
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	NM	SECRETARY OF STATE	6/15/2000	616013
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	NV	SECRETARY OF STATE	6/15/2000	9341
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	NY	SECRETARY OF STATE	6/15/2000	119039
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	NY	SECRETARY OF STATE	7/11/2000	134993
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	NY	DUTCHESS	8/21/2000	00 2201
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	NY	ERIE	6/16/2000	795741
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	NY	KINGS	6/22/2000	00PK08557
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	NY	NEW YORK	6/21/2000	00PN10843
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	OH	SECRETARY OF STATE	6/19/2000	APO248592
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	OH	CUYAHOGA	6/21/2000	200006219104
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	OH	FRANKLIN	6/16/2000	20000616019447
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	OH	HAMILTON	6/29/2000	0 98950
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	OK	OKLAHOMA	6/16/2000	131113
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	OR	SECRETARY OF STATE	6/16/2000	516058
1	WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	PA	SECRETARY OF STATE	6/19/2000	31750680

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Summary of Filing Statements

UCC TYPE	DEBTOR	DEBTOR ADDRESS	DEBTOR TAX ID	FILED STATE	JURISDICTION	FILE DATE	FILE NUMBER
1 WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	PA	ALLEGHENY	6/21/2000	00-300	
1 WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	PA	PHILADELPHIA	6/20/2000	3069	
1 WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	RI	STATE	6/16/2000	714041	
1 WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	SC	SECRETARY OF STATE	6/19/2000	000619 124522A	
1 WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	SD	STATE	6/19/2000	171100723	
1 WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	TX	SECRETARY OF STATE	6/19/2000	00 521418	
1 WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	UT	SECRETARY OF STATE	6/19/2000	00 681058	
1 WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	VA	SECRETARY OF STATE	6/21/2000	6197804	
1 WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	VA	ARLINGTON	6/21/2000	62714 B0000179 PO189	
1 WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	VA	FAIRFAX		00 006901	
1 WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	VA	NEWPORT NEWS	6/21/2000	111640	
1 WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	VT	SECRETARY OF STATE	6/19/2000	00 126144	
1 WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	WA	SECRETARY OF STATE	6/19/2000	2000 171-0211	
1 WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	WI	SECRETARY OF STATE	6/19/2000	1966871	
1 WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	WV	SECRETARY OF STATE	6/19/2000	541871	
1 WVF I LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4114885	WY	SECRETARY OF STATE	6/19/2000	00 171141803	
1 WVF LUZ LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	AK	SECRETARY OF STATE	1/4/2001	491279	
1 WVF LUZ LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	AL	SECRETARY OF STATE	1/4/2001	2001-0475 FS	
1 WVF LUZ LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	AR	SECRETARY OF STATE	1/4/2001	1280218	
1 WVF LUZ LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	AZ	SECRETARY OF STATE	1/4/2001	1155419	

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Summary of filings

UCC TYPE	DEBTOR	DEBTOR ADDRESS	DEBTOR TAX ID	FILED STATE	JURISDICTION	FILE DATE	FILE NUMBER
1	WVF LUZ LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	AZ	MARICOPA SECRETARY OF STATE	1/4/2001	2001 007943
1	WVF-LUZ LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	CA	SECRETARY OF STATE	1/4/2001	100961014
1	WVF LUZ LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	CO	SECRETARY OF STATE	1/4/2001	2001200D781 (COPY TO FOLLOW)
1	WVF LUZ LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	CT	SECRETARY OF STATE	1/4/2001	2041818
1	WVF LUZ LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	DC	SECRETARY OF STATE	1/4/2001	2001001221
1	WVF LUZ LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	DE	SECRETARY OF STATE	1/4/2001	10010806
1	WVF-LUZ LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	FL	SECRETARY OF STATE	1/4/2001	20010003129-0
1	WVF LUZ LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	GA	COBB	1/4/2001	3320010028
1	WVF-LUZ LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066				
1	WVF-LUZ LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	GA	DEKALB	1/4/2001	442001000116
1	WVF-LUZ LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	GA	FULTON	1/4/2001	60200100241
1	WVF-LUZ LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	GA	GWINNETT	1/4/2001	184
1	WVF-LUZ LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	HI	SECRETARY OF STATE	1/9/2001	2001 053159
1	WVF LUZ LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	IA	SECRETARY OF STATE	1/4/2001	P154817
1	WVF-LUZ LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	ID	SECRETARY OF STATE	1/4/2001	B-390038
1	WVF-LUZ LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	IL	SECRETARY OF STATE	1/12/2001	4321540
1	WVF-LUZ LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	IN	SECRETARY OF STATE	1/4/2001	2167297
1	WVF-LUZ LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	KS	SECRETARY OF STATE	1/4/2001	4310023
1	WVF-LUZ LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	KY	SECRETARY OF STATE	1/4/2001	1606230
1	WVF-LUZ LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	LA	JEFFERSON	1/4/2001	26251026

UCC TYPE	DEBTOR	DEBTOR ADDRESS	DEBTOR TAX ID	FILED STATE	JURISDICTION	FILE DATE	FILE NUMBER
1 WVF LU2LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	LA	ORLEANS		1/4/2001	16 154927
1 WVF LU2LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	MA	BOSTON		1/5/2001	430797
1 WVF LU2LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	MA	BOSTON		1/4/2001	430785
1 WVF-LU2LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	MA	BURLINGTON SECRETARY OF STATE		1/4/2001	4
1 WVF-LU2LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	MA	BURLINGTON SECRETARY OF STATE		1/4/2001	4
1 WVF-LU2LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	MA	MANSFIELD SECRETARY OF STATE		1/5/2001	16692
1 WVF-LU2LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	MD	STATE		1/4/2001	18109974
1 WVF-LU2LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	ME	STATE		1/4/2001	1394384
1 WVF-LU2LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	MI	STATE		1/4/2001	20410C
1 WVF-LU2LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	MN	STATE		1/4/2001	2257451
1 WVF-LU2LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	MO	STATE		1/4/2001	4120431
1 WVF-LU2LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	MO	JACKSON		1/4/2001	200110430421
1 WVF-LU2LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	MO	ST LOUIS CITY SECRETARY OF STATE		1/5/2001	200100255
1 WVF-LU2LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	MS	STATE		1/4/2001	1489753
1 WVF-LU2LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	MT	SECRETARY OF STATE		1/4/2001	02193043
1 WVF-LU2LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	NC	STATE		1/5/2001	2001001594
1 WVF-LU2LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	NC	SECRETARY OF STATE		1/5/2001	2001001594
1 WVF-LU2LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	NC	SECRETARY OF STATE		1/5/2001	02193043
1 WVF-LU2LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4145066	ND	SECRETARY OF STATE		1/4/2001	01 000986184
1 WVF-LU2LLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	NE	SECRETARY OF STATE		1/4/2001	5900110515

Summary of Filing Statements

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UCC TYPE	DEBTOR	DEBTOR ADDRESS	DEBTOR TAX ID	STATE	JURISDICTION	FILE DATE	FILE NUMBER
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	NH	SECRETARY OF STATE	1/4/2001	573421
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	NJ	SECRETARY OF STATE	1/4/2001	2016518
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	NM	SECRETARY OF STATE	1/5/2001	10105024
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	NY	SECRETARY OF STATE	1/4/2001	2713
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	NY	DUTCHESS	1/4/2001	34
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	NY	ERIE	1/5/2001	0871122
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	NY	KINGSS	1/4/2001	01PK00151
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	NY	NEW YORK	1/5/2001	01PA00689
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	NY	SECRETARY OF STATE	1/4/2001	1007223
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	OH	SECRETARY OF STATE	1/5/2001	AP306060
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	OH	CUYAHOGA	1/4/2001	200101049082
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	OH	FRANKLIN	1/4/2001	200101040002968
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	OH	HAMILTON	1/8/2001	6312968
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	OK	OKLAHOMA	1/4/2001	517648
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	OR	SECRETARY OF STATE	1/4/2001	537646
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	PA	ALLEGHENY	1/4/2001	UCC-01-43
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	PA	PHILADELPHIA	1/9/2001	10113
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	PA	SECRETARY OF STATE	1/4/2001	33461186
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	RI	SECRETARY OF STATE	1/4/2001	722699
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	SC	SECRETARY OF STATE	1/5/2001	085109A

Summary of U.S. Filing Statements

UCC TYPE	DEBTOR	DEBTOR ADDRESS	DEBTOR TAX ID	FILING STATE	JURISDICTION	FILING DATE	FILE NUMBER
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	SD	SECRETARY OF STATE	1/4/2001	10040901695
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	TX	SECRETARY OF STATE	1/4/2001	01 001236
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	UT	SECRETARY OF STATE	1/4/2001	01 702771
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	UT	SECRETARY OF STATE	1/4/2001	01 702771
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	VA	ARLINGTTON SECRETARY OF STATE	1/4/2001	63659
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	VA	SECRETARY OF STATE	1/4/2001	01 00104 7817
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	VA	FAIRFAX	1/8/2001	01 000152 (COPY TO FOLLOW)
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	VA	NEWPORT NEWS SECRETARY OF STATE	1/9/2001	1+77
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	VT	SECRETARY OF STATE	1/4/2001	01 133687
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	WA	SECRETARY OF STATE	1/4/2001	2001 004 0339
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	WI	SECRETARY OF STATE	1/4/2001	2023277
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	WV	SECRETARY OF STATE	1/4/2001	552988
1	WVF LUZLLC	685 THIRD AVENUE NEW YORK, NY 10017	13-4146066	WV	SECRETARY OF STATE	1/4/2001	200100413 1A03
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	AK	SECRETARY OF STATE	6/16/2000	462268
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	AL	SECRETARY OF STATE	6/16/2000	B2080 24611
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	AR	SECRETARY OF STATE	6/19/2000	12500004
1	WINSTAR WIRELESS, INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	AZ	SECRETARY OF STATE	6/19/2000	1122358
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	AZ	MARICOPA SECRETARY OF STATE	6/19/2000	00 0463881
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	CA	SECRETARY OF STATE	6/19/2000	17360580
1	WINSTAR WIRELESS, INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	CO	SECRETARY OF STATE	6/19/2000	20002056014

Summary of Filing Statements

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UCC TYPE	DEBTOR	DEBTOR ADDRESS	DEBTOR TAX ID	FILING STATE	JURISDICTION	FILE DATE	FILE NUMBER
1	WINSTAR WIRELESS, INC.	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	CT	STATE SECRETARY OF	6/19/2000	2004899
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	DC	STATE SECRETARY OF	6/20/2000	2000057454
1	WINSTAR WIRELESS, INC.	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	DE	STATE SECRETARY OF	6/19/2000	13321
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK NY 10169	13 3758650	FL	STATE SECRETARY OF	6/19/2000	20000141978 5
1	WINSTAR WIRELESS, INC.	230 PARK AVENUE NEW YORK NY 10169	13 3758650	GA	COBB	6/21/2000	13120008648
1	WINSTAR WIRELESS, INC	230 PARK AVENUE NEW YORK NY 10169	13 3758650	GA	DEKALB	6/28/2000	+42000005390 1
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK NY 10169	13 3758650	GA	FULTON	6/20/2000	6020011446
1	WINSTAR WIRELESS, INC.	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	GA	GWINNETT	6/21/2000	67 2000006781
1	WINSTAR WIRELESS, INC.	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	HI	STATE SECRETARY OF	6/20/2000	2000 084260
1	WINSTAR WIRELESS, INC.	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	IA	STATE SECRETARY OF	6/19/2000	P111801
1	WINSTAR WIRELESS, INC.	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	ID	STATE SECRETARY OF	6/19/2000	B673292
1	WINSTAR WIRELESS, INC.	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	IL	STATE SECRETARY OF	6/29/2000	4229685
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	IN	STATE SECRETARY OF	6/19/2000	2331445
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	KS	STATE SECRETARY OF	6/19/2000	3725868
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	KY	STATE SECRETARY OF	6/19/2000	1603814
1	WINSTAR WIRELESS, INC.	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	LA	JEFFERSON	6/29/2000	2624537
1	WINSTAR WIRELESS, INC.	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	LA	ORLEANS	6/19/2000	15-149059
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	MA	STATE SECRETARY OF	6/19/2000	724289
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	MA	BOSTON	6/19/2000	426264
1	WINSTAR WIRELESS, INC.	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	MA	BOSTON	6/26/2000	426442

Summary of Filing Statements

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UCC TYPE	DEBTOR	DEBTOR ADDRESS	DEBTOR TAX ID	FILED STATE	JURISDICTION	FILED DATE	FILE NUMBER
1	WINSTAR WIRELESS INC	210 PARK AVENUE NEW YORK, NY 10169	13 3758650	MA	BURLINGTON	6/26/2000	399
1	WINSTAR WIRELESS INC	210 PARK AVENUE NEW YORK, NY 10169	13 3758650	MA	MANSFIELD	6/23/2000	132 00
1	WINSTAR WIRELESS, INC.	210 PARK AVENUE NEW YORK, NY 10169	13 3758650	MD	STATE	6/16/2000	181049593
1	WINSTAR WIRELESS, INC.	210 PARK AVENUE NEW YORK, NY 10169	13 3758650	ME	SECRETARY OF STATE	6/19/2000	1169076
1	WINSTAR WIRELESS INC	210 PARK AVENUE NEW YORK, NY 10169	13 3758650	MI	SECRETARY OF STATE	6/19/2000	14743C
1	WINSTAR WIRELESS INC	210 PARK AVENUE NEW YORK, NY 10169	13 3758650	MIN	SECRETARY OF STATE	6/19/2000	22337375
1	WINSTAR WIRELESS INC	210 PARK AVENUE NEW YORK, NY 10169	13 3758650	MO	SECRETARY OF STATE	6/19/2000	4058858
1	WINSTAR WIRELESS, INC.	210 PARK AVENUE NEW YORK, NY 10169	13 3758650	MO	JACKSON	6/19/2000	20000424100
1	WINSTAR WIRELESS INC	210 PARK AVENUE NEW YORK, NY 10169	13 3758650	MO	ST. LOUIS	6/26/2000	200008009
1	WINSTAR WIRELESS INC	210 PARK AVENUE NEW YORK, NY 10169	13 3758650	MS	SECRETARY OF STATE	6/19/2000	1441212
1	WINSTAR WIRELESS INC	210 PARK AVENUE NEW YORK, NY 10169	13 3758650	MT	SECRETARY OF STATE	6/19/2000	60048260
1	WINSTAR WIRELESS INC	210 PARK AVENUE NEW YORK, NY 10169	13 3758650	NC	SECRETARY OF STATE	6/19/2000	4.0000061572
1	WINSTAR WIRELESS, INC.	210 PARK AVENUE NEW YORK, NY 10169	13 3758650	NC	MECKLENBURG	6/19/2000	20005460
1	WINSTAR WIRELESS INC	210 PARK AVENUE NEW YORK, NY 10169	13 3758650	ND	SECRETARY OF STATE	6/16/2000	949153
1	WINSTAR WIRELESS, INC.	210 PARK AVENUE NEW YORK, NY 10169	13 3758650	NE	SECRETARY OF STATE	6/19/2000	9900064014
1	WINSTAR WIRELESS, INC.	210 PARK AVENUE NEW YORK, NY 10169	13 3758650	NH	SECRETARY OF STATE	6/21/2000	562378
1	WINSTAR WIRELESS, INC.	210 PARK AVENUE NEW YORK, NY 10169	13 3758650	NJ	SECRETARY OF STATE	6/19/2000	1981670
1	WINSTAR WIRELESS, INC.	210 PARK AVENUE NEW YORK, NY 10169	13 3758650	NM	SECRETARY OF STATE	6/16/2000	616034
1	WINSTAR WIRELESS, INC.	210 PARK AVENUE NEW YORK, NY 10169	13 3758650	NV	SECRETARY OF STATE	6/19/2000	9444
1	WINSTAR WIRELESS, INC.	210 PARK AVENUE NEW YORK, NY 10169	13 3758650	NY	SECRETARY OF STATE	6/19/2000	120282

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UCC TYPE	DEBTOR	DEBTOR ADDRESS	TAX ID	DEBTOR STATE	JURISDICTION	FILE DATE	FILE NUMBER
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	NY	DUTCHESS	6/21/2000	2200
1	WINSTAR WIRELESS INC.	230 PARK AVENUE NEW YORK NY 10169	13 3758650	NY	ERIE	6/26/2000	Q795739
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	NY	KING	6/22/2000	00PK08558
1	WINSTAR WIRELESS, INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	NY	NEW YORK	6/21/2000	00PNJ0844
1	WINSTAR WIRELESS, INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	OH	SECRETARY OF STATE	6/19/2000	AP0248593
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	OH	CUYAHOGA	6/21/2000	100006219103
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	OH	FRANKLIN	6/16/2000	100006160119449
1	WINSTAR WIRELESS, INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	OH	HAMILTON	6/29/2000	0 9894B
1	WINSTAR WIRELESS, INC.	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	OK	OKLAHOMA	6/19/2000	13443
1	WINSTAR WIRELESS, INC.	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	OR	SECRETARY OF STATE	6/19/2000	516188
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	PA	SECRETARY OF STATE	6/19/2000	31750679
1	WINSTAR WIRELESS, INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	PA	ALLEHENY	6/21/2000	60-4297
1	WINSTAR WIRELESS, INC.	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	PA	PHILADELPHIA	6/20/2000	1070
1	WINSTAR WIRELESS, INC.	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	RI	SECRETARY OF STATE	6/19/2000	714130
1	WINSTAR WIRELESS, INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	SC	SECRETARY OF STATE	6/19/2000	000619 124510A
1	WINSTAR WIRELESS, INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	SD	SECRETARY OF STATE	6/19/2000	1711000722
1	WINSTAR WIRELESS, INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	TX	SECRETARY OF STATE	6/19/2000	00 521416
1	WINSTAR WIRELESS, INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	UT	SECRETARY OF STATE	6/19/2000	09 8831052
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	VA	SECRETARY OF STATE	6/21/2000	6197893
1	WINSTAR WIRELESS, INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	VA	ARLINGTON	6/21/2000	6713
							B0000179PD1867

CL 624215v1

Summary of Filing Statements

A.5

UCC TYPE	DEBTOR	DEBTOR ADDRESS	DEBTOR TAX ID	FILING STATE	JURISDICTION	FILING DATE	FILE NUMBER
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	VA	FAIRFAX	6/27/2000	00-006900
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	VA	NEWPORT NEWS	6/21/2000	11639
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	VT	SECRETARY OF STATE	6/19/2000	00 126143
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	WA	SECRETARY OF STATE	6/16/2000	2000 108 0264
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	WI	SECRETARY OF STATE	6/16/2000	1986776
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	WV	SECRETARY OF STATE	6/16/2000	54 1772
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	WY	SECRETARY OF STATE	6/16/2000	200015815 1802
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	AK	SECRETARY OF STATE	1/4/2001	49 1280
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	AL	SECRETARY OF STATE	1/4/2001	2000 00476 FS
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	AR	SECRETARY OF STATE	1/4/2001	01230219
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	AZ	SECRETARY OF STATE	1/4/2001	01155418
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	AZ	MARICOPA	1/4/2001	2001 0007944
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	CA	SECRETARY OF STATE	1/4/2001	0100960957
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	CO	SECRETARY OF STATE	1/4/2001	20012000780
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	CT	SECRETARY OF STATE	1/4/2001	7043819
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	DC	SECRETARY OF STATE	1/4/2001	20001001213
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	DE	SECRETARY OF STATE	1/4/2001	1001079 B
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	FL	SECRETARY OF STATE	1/4/2001	20010003130 B
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	GA	COBB	1/4/2001	031200 100239
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	GA	DEKALB	1/17/2001	442001000457

Summary  Filing Statements b.a.s

UCC TYPE	DEBTOR	DEBTOR ADDRESS	DEBTOR TAX ID	FILED STATE	JURISDICTION	FILE DATE	FILE NUMBER
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	GA	FULTON	1/4/2001	06000100240
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	GA	GWINNETT	1/4/2001	000183
1	WINSTAR WIRELESS, INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	HI	SECRETARY OF STATE	1/9/2001	2001 003160
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	IA	SECRETARY OF STATE	1/4/2001	P 154816
1	WINSTAR WIRELESS, INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	ID	SECRETARY OF STATE	1/4/2001	800039
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	IL	SECRETARY OF STATE	1/12/2001	42121541
1	WINSTAR WIRELESS, INC.	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	IN	SECRETARY OF STATE	1/4/2001	2367298
1	WINSTAR WIRELESS, INC.	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	KS	SECRETARY OF STATE	1/4/2001	4310017
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	KY	SECRETARY OF STATE	1/4/2001	1606231
1	WINSTAR WIRELESS, INC.	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	LA	JEFFERSON	1/4/2001	701062
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	LA	ORLBANS	1/4/2001	36 154929
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	MA	BOSTON	1/5/2001	430797
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	MA	BURLINGTON	1/4/2001	3
1	WINSTAR WIRELESS, INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	MA	SECRETARY OF STATE	1/4/2001	430784
1	WINSTAR WIRELESS, INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	MA	BOSTON	1/4/2001	
1	WINSTAR WIRELESS, INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	MD	MANSFIELD	1/5/2001	2 01
1	WINSTAR WIRELESS, INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	MD	SECRETARY OF STATE	1/4/2001	18106975
1	WINSTAR WIRELESS, INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	ME	SECRETARY OF STATE		
1	WINSTAR WIRELESS, INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	MI	SECRETARY OF STATE	1/4/2001	PENDING
1	WINSTAR WIRELESS, INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	MN	SECRETARY OF STATE	1/4/2001	20427C
1	WINSTAR WIRELESS, INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	MN	SECRETARY OF STATE	1/4/2001	2287453

UCC TYPE	DEBTOR	DEBTOR ADDRESS	DEBTOR TAX ID	FILING STATE	JURISDICTION	FILE DATE	FILE NUMBER
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	MO	SECRETARY OF STATE	1/4/2001	4120430
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	MO	JACKSON	1/4/2001	200110430422
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	MO	ST LOUIS CITY	1/5/2001	200100256
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	MS	SECRETARY OF STATE	1/4/2001	01489754
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	MT	SECRETARY OF STATE	1/4/2001	62292911
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	NC	SECRETARY OF STATE	1/5/2001	20010001593
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	NC	MECKLENBURG	1/5/2001	20011117
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	ND	SECRETARY OF STATE	1/4/2001	0100986189
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	NE	SECRETARY OF STATE	1/4/2001	990110616
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	NH	SECRETARY OF STATE	1/4/2001	573422
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	NJ	SECRETARY OF STATE	1/4/2001	2016520
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	NM	SECRETARY OF STATE	1/5/2001	010105025
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	NY	SECRETARY OF STATE	1/4/2001	0100222
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	NY	SECRETARY OF STATE	1/4/2001	00227
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	NY	DUTCHESS	1/4/2001	1-0033
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	NY	ERIE	1/5/2001	Q67 1114
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	NY	KINGS	1/4/2001	01PK00150
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	NY	NEW YORK	1/5/2001	01PN00550
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	OH	SECRETARY OF STATE	1/5/2001	AP106061
1	WINSTAR WIRELESS INC	230 PARK AVENUE NEW YORK, NY 10169	13 3758650	OH	CLYAHOGA	1/4/2001	200101049081

Exhibit R**Description of Collateral****I Lucent Security Agreements**

Pursuant to the Lucent Security Agreements,^v Lucent was granted a security interest in all of the Borrowers' right, title and interest in, to and under the "Collateral," which is defined as follows

- "Collateral" shall mean all (i) Equipment (ii) General Intangibles (but excluding General Intangibles to the extent that an assignment thereof would violate a restriction on assignment contained therein) and (iii) Proceeds

For purposes of this definition of the Collateral, capitalized terms have the following meanings

- "Equipment" shall mean all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto in each case that are now owned or hereafter acquired by the Borrowers. The term Equipment shall also include Fixtures
- "Fixtures" shall mean all items of Equipment whether now owned or hereafter acquired of the Borrowers that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto
- "General Intangibles" shall mean all choses in action and causes of action and all other assignable intangible personal property of the Borrowers of every kind and nature now owned or hereafter acquired by the Borrowers, including the Borrowers' rights under the Lucent Supply Agreement and all intellectual property acquired by or granted to the Borrowers pursuant to the Lucent Supply Agreement
- "Proceeds" shall mean any consideration received from the sale, exchange, license, lease or other disposition of any asset which constitutes Collateral, including any payment received from any insurer or other person as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset which constitutes Collateral, and shall include any and all other amounts from time to time paid or payable under or in connection with any of the Collateral

The Collateral includes the Equipment subject to the invoices financed by the Borrowing Requests set forth at Tab A 4

^v See Lucent Security Agreements § 102. The description of the Collateral set forth herein is intended as a summary of the provisions of the Lucent Security Agreements and should not be interpreted to alter or amend the Lucent Security Agreements in any respect

Tab B.1

Description of the Accounts

- Pursuant to section 102 of the Lucent Cash Collateral Agreements, the Accounts include the following accounts, together with any investment property therein and proceeds thereof

Account	Account Number
Fleet Bank Investment Account	9427772529
Fleet Bank Investment Account	9428385707
State Street Investment Account	3274457
State Street Investment Account	3324773
Fleet Bank Disbursement Account	9427772510
Fleet Bank Disbursement Account	9428385694

**ROA
TAB
595**

ACV-20- 620 12 3c

5748

723-7-5- 84 P 2 /25

Lucent Technologies
Bell Labs Innovations

Mark Wilson Lucent Technologies, Inc.
Vice President Sales Emerging Services Providers
900 North Point Parkway
Alpharetta, GA 30005
Telephone 770 750-5541
Facsimile 770 750-5590

January 4 1999

Rif Haffar
Winstar Telecommunications
7799 Leesburg Pike 700 South
Falls Church VA 22043

Rif

Pursuant to our recently executed Agreement for Network Build-out Services please accept this letter as my authorization for the subcontracting of Network Services from Winstar Wireless Inc

The following is a list of services which Lucent will subcontract to Winstar for an amount not to exceed 525M for the period January 1 1999 through March 31 1999

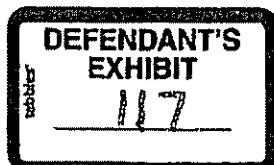
- Switch Site Planning & Construction
- Hub Site Planning & Construction
- Broadband Riser Engineering
- Inside Wire Engineering
- Network Integration (CO & Hubs)
- Network Integration (B Sites)
- Site Surveys
- Site Acquisition

Thank you in advance for your support.

Sincerely



Mark Wilson
VP Emerging Service Providers



04-200-000 2 36 WINSTAR

723-748- 44 P 22/08



Lucent Technologies Inc
5 Wood Hollow Rd
Parsippany New Jersey 07054

Attn: Mark Wilson

Rc: Agreement for Network Build out Services

Dear Mr. Wilson

As you are aware Lucent Technologies Inc (Lucent) and WinStar Wireless Inc (WWI) entered into that certain Agreement for Network Build out Services, effective as of January 4 1999 (the "Network Build-out Agreement") whereby WWI will be providing agreed upon network build-out services to Lucent as Lucent's subcontractor under that certain Supply Agreement between WinStar Communications Inc (WinStar) and Lucent, effective as of October 21 1998 (the "Supply Agreement"). Notwithstanding anything to the contrary in the Supply Agreement WinStar and Lucent agree as follows

- 1 Lucent shall be relieved of any warranty breach or other liability under the Supply Agreement if and to the extent such breach or liability was caused by services performed by WWI under the Network Build-out Agreement

If the foregoing accurately represents our agreement, please have an authorized representative sign and date this letter in the space provided below and return an original copy to me

Best regards

WinStar Communications Inc

By David J. Maffei
Name DAVID J. MAFFEI
Title VP OF FINANCIAL

ACCEPTED AND AGREED

Lucent Technologies Inc

By Mark Wilson
Name MARK WILSON
Title VICE PRESIDENT

WinStar Telecommunications
7799 Leesburg Pike Suite 7005 Falls Church VA 22043 Tel 703 517 0117

CONFIDENTIAL WC 0019779

NEU-22- 599 12 0:

4 1/2" x 8"

723-7-5- 30 = 23/28



AGREEMENT FOR NETWORK BUILD OUT SERVICES

This agreement for network build-out services (the "Agreement") is made and entered into as of the 4th day of January 1999 (the "Effective Date") by and between LUCENT TECHNOLOGIES INC a Delaware corporation with offices at 600 Mountain Avenue, Murray Hill, New Jersey 07974 ("Lucent") and WINSTAR WIRELESS INC a Delaware corporation with offices located at 230 Park Avenue, New York, New York 10169 ("Contractor")

WHEREAS Lucent desires Contractor to perform certain network build out services to be specified in an attached task description(s) for the benefit of Lucent and its customers and

WHEREAS Contractor is willing to perform such services subject to and in accordance with the terms and conditions of this Agreement

NOW THEREFORE in consideration of the mutual promises set forth herein, Lucent and Contractor hereby agree as follows

1 SERVICES AND SCOPE OF WORK

1.1 Services Contractor agrees to perform for Lucent the tasks responsibilities and services described on the attached task specific schedule(s) (individually a "Task Order") (the "Services"). The parties may enter into future Task Orders to which the parties may agree from time to time with each Task Order to be consecutively numbered and attached hereto. Services shall be provided in accordance with the provisions of this Agreement and the applicable Task Order and shall be on either a firm fixed price or time and materials basis as specified in the applicable Task Order executed by both parties.

1.2 Task Order Unless otherwise agreed by the parties in writing each Task Order will include the following information. (i) a description of the Services to be performed (ii) the targeted commencement and completion dates of the Services (iii) a list of deliverables to be provided by Contractor (the "Deliverables") and targeted delivery dates (iv) method of compensation to be provided to the Contractor (e.g. time and materials, firm fixed price or otherwise) and other appropriate pricing terms such as hourly rates and (v) other information the parties agree to include

2 INDEPENDENT CONTRACTOR AND SUBCONTRACTING

2.1 Independent Contractor Contractor is performing the Services as an independent contractor and as such has the sole right and obligation to supervise, manage and perform all work to be performed by its personnel under this Agreement

Confidential

WinStar Telecommunications
1759 Leesburg Pkwy, Falls Church, VA 22046
Tel 703 517 9117

7.2 Subcontracting Contractor may subcontract any of the Services without the express written consent of Lucent. Contractor will be responsible for the performance of the Services performed by any such subcontractors

3 PERSONNEL

3.1 Qualifications The personnel that Contractor assigns to perform the Services will be qualified for the specific Services they are to perform

3.2 Personnel Rules and Regulations Contractor personnel shall comply with Lucent's and its customers reasonable security regulations made known to Contractor in connection with its performance of the Services

3.3 Non solicitation Unless otherwise mutually agreed to by the parties in writing, Lucent agrees not to hire, or to solicit the employment of any Contractor personnel or subcontractors directly or indirectly associated with Services under any Task Order during the term of such Task Order and for a period of twelve (12) consecutive months thereafter

4 FEES, EXPENSES RECORDS AND TAXES

4.1 Invoice Contractor agrees to provide a written invoice to Lucent monthly in arrears for Services actually performed under each Task Order. For Services performed on a time and materials basis Contractor will be compensated in accordance with the applicable Task Order for work performed. For Services performed on a fixed price basis Contractor agrees to invoice Lucent in accordance with the schedule of milestone payments set forth in the applicable Task Order

4.2 Out-of Pocket Expenses Lucent will reimburse Contractor for out of pocket expenses incurred by Contractor in performance of the Services

4.3 Taxes Lucent agrees to pay the amount of any sales, use, excise or similar taxes applicable to the performance of the Services, if any, or in lieu thereof Lucent shall provide Contractor with a certificate acceptable to the taxing authorities exempting Lucent from payment of these taxes. In no event shall Lucent be responsible for taxes based on net income or gross receipts of Contractor

5 LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S MAXIMUM

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NOV-2006 10:00 AM

780-705-54 25/26

LIABILITY TO THE OTHER UNDER THIS AGREEMENT SHALL BE THE RECOVERY OF ACTUAL DAMAGES UP TO THE AMOUNT PAYABLE BY LUCENT UNDER THE APPLICABLE TASK ORDER SUBJECT OF THE CLAIM

6 WARRANTIES

CONTRACTOR MAKES NO WARRANTY FOR ANY PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

7 TERM AND TERMINATION

7.1 Term The term of this Agreement will commence on the Effective Date and will continue until both parties mutually agree to terminate, unless sooner terminated pursuant to this Section 7.2. In the event of the termination of this Agreement, it shall remain in full force and effect with respect to any then outstanding Task Orders issued under this Agreement until all such Task Orders are completed, expired or terminated

7.2 Termination for Cause This Agreement and/or any Task Order issued under it may be terminated by either party in the event the other party has materially breached this Agreement or any Task Order (i) upon receipt of written notice thereof if such material breach is incapable of cure or (ii) upon the expiration of thirty (30) days (or such additional cure period as the non breaching party may authorize in writing) after receipt of written notice thereof if the material breach is capable of cure and has not been cured

8 GENERAL

8.1 Assignment This Agreement shall be binding on the parties hereto and their respective successors and assigns. Neither party may or shall have the power to assign this Agreement without prior written consent of the other which consent shall not be unreasonably withheld

8.2 Force Majeure In the event performance of this Agreement or a particular Task Order is prevented or interfered with by reason of acts of God, fires, floods, epidemic, strikes or any other circumstances beyond the reasonable control and without the fault or negligence of the party affected, the party so affected, upon giving notice to the other party of the circumstances causing its delay or failure to perform and of its plans and efforts to implement a work around solution, shall be excused from such performance until such time the delay restriction or interference has ceased

8.3 Informal Dispute Resolution The parties agree that prior to initiating formal dispute resolution they will attempt to resolve disputes informally by working together to

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723-7-8- 54 7 05/28

promptly address problems and escalate issues within their respective companies as reasonably required

- 8 4 **Notices** Any notices or communication under this Agreement and/or any Task Order shall be in writing and shall be hand delivered or sent by registered mail return receipt requested to the party receiving such communication at the address first set forth above or such other address as either party may in the future specify to the other party in accordance with this notice provision
- 8 5 **Governing Law** This Agreement and related Task Orders shall be governed by and construed in accordance with the laws of the State of New York without regard to its choice of law rules
- 8 6 **Entire Agreement** This Agreement and each Task Order attached hereto set forth the entire understanding and agreement of the parties as to the subject matter therein and supersedes all prior agreements and representations whether written or oral with respect to the subject matter of this Agreement, and each Task Order attached hereto between the parties. No modification, amendment, supplement to or waiver of this Agreement or any Task Order hereunder or any of their provisions shall be binding upon the parties hereto unless made in writing and duly signed by both parties
- 8 7 **Counterparts** This Agreement and any Task Order may be executed in one or more counterparts each of which shall be deemed to be an original but all of which shall together constitute one and the same Agreement
- 8 8 **No Waiver** No waiver shall be effective unless in a writing signed by an authorized representative of the party against whom enforcement of the waiver is sought. Neither the failure of either party to exercise any right of termination, nor the waiver of any default or breach shall constitute a waiver of the rights granted in this Agreement with respect to any subsequent other default or breach.
- 8 9 **Severability** In the event any one or more of the provisions of this Agreement or of any Task Order is invalid or otherwise unenforceable the enforceability of remaining provisions shall be unimpaired
- 8 10 **Survival** Any provision of this Agreement which contemplates performance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect
- 8 11 **Headings** The section headings in this Agreement are intended for reference purposes only and shall in no way be construed to modify or restrict any of the terms or provisions of this Agreement

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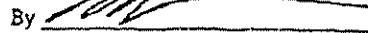
4

ACU-2- 334 - 27

720-746- 34 = 27/28

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

LUCENT TECHNOLOGIES INC

By 

Name MARK WILSON

Title Vice President

WINSTAR WIRELESS, INC

By 

Name RAFI MAFFAI

Title SVP

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CONFIDENTIAL VC 0019784

725-22- 25 + 85-8

725-7-5- 34 = 25/25

TASK ORDER NO 1

See attached

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TOTAL P 09
TOTAL P 08

**ROA
TAB
603**

Printer Printer

From Dwyer Joe [jdwyer@winstar.com]
Sent Thursday January 28 1999 4:56 PM
To Rouhana Bill Kantor Nata Dickson Charles
Cc Haffar Riffat
Subject Lucent Accounting Good News!

All

Great news!

We structured a methodology with Grant Thornton today which will allow WinStar the accounting treatment which we were looking for re subcontracting of services effective 10/98

To make this work we will now need to complete the PO's with Lucent obtain their agreement to subcontract to us each of the related services we've discussed and to obtain their agreement on the appropriate document wording to support this accounting treatment

Rif and I will keep you up to date on this progress

Joe

> - Original Message
> From Dwyer Joe
> Sent Thursday January 28 1999 4:03 PM
> To Haffar Riffat Earle Ken
> Cc Barry Weiss (E-mail) Scott Levy (E-mail)
> Subject Lucent
>
> Guys
>
> This is to summarize our agreement today re Lucent costs
>
> 1 Lucent will be responsible for the buildout of the WinStar network
>
> 2 Lucent will subcontract WinStar to perform certain tasks related to
> this buildout
> 3 WinStar will provide these services to Lucent at agreed upon rates
> WinStar will bill Lucent and Lucent will pay WinStar on 30 day
> terms
> The services billed to Lucent can include both direct and indirect
> costs however all costs must have been incurred directly as a
> result of the buildout of the network (i.e. if in a no build
> environment these costs would continue we won't include them in such
> service invoices)
> 4 Lucent will negotiate purchase orders with WinStar for the buildout
> of the network defining costs per market Lucent's purchase order
> and billing will clearly state that such costs billed to WinStar WILL
> NOT include any indirect costs which WinStar has billed to Lucent i.e.
> in the end when Lucent bills WinStar for the network build WinStar
> will not be capitalizing any of these indirect costs because they
> were excluded from the purchase order to begin with
> 5 We will draft and execute these purchase orders and agreements
> effective with the date of the original Lucent supply and financing
> agreement
>
> Thanks for all your help
>
> If this is not everyone's understanding pls advise ASAP Thanks

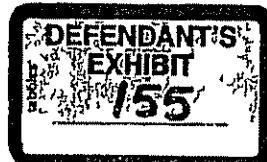
DEFENDANT'S
EXHIBIT
125

**ROA
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633**

Printer Printer

From Rogers Leslie L (Leslie) (lesrogers@lucent.com)
Sent Tuesday June 08 1999 2 42 PM
To frubin@winstar.com
Subject FW Escalation to Nina re WinStar Services Pass Through

> -----
 > From Rogers Leslie L (Leslie)
 > Sent Tuesday June 08 1999 1 42 PM
 > To Aversano Nina (Nina) Naylor Charles L (Chuck)
 > Subject FW Escalation to Nina re WinStar Services Pass-Through
 >
 > Dear Nina -
 >
 > Over the past several months customer finance has looked into the effect
 > of financing the pass-through of WinStar services on the syndication of
 > the Lucent loans. Our opinion today as it was in March is that
 > financing WinStar services (soft costs) would impose a heavy burden upon
 > both Lucent and WinStar in their efforts to syndicate the Lucent paper and
 > provide WinStar with further Lucent financing
 >
 > 1) As we stated in March the structure of our facility is under-
 > collateralized vis a vis usual senior secured bank debt. This
 > inability to place a lien on all assets is due to restrictions imposed by
 > the WinStar indenture. Soft costs when added to the collateral held
 > overseas would create an appearance that the loan to value ratio is as
 > low as 2:1 if not worse. The financial institutions will not finance
 > loans structured in this way
 >
 > 2) The loan agreement itself does not permit the WinStar services to be
 > financed. Reference is made to Section 5.1 of the loan agreement Use
 > of Proceeds
 >
 > In conclusion it is for the benefit of BOTH WinStar and Lucent that these
 > WinStar services not be financed. We must look ahead toward syndicating
 > the \$2 billion of expected CAPEX loans over the next four to five years
 >
 > It is critical that the syndication market accept the loans as structured
 > today unencumbered by these soft costs. If the funded Lucent debt cannot
 > be syndicated WinStar will not have access to the remaining financing
 > commitments from Lucent. This would be disastrous to WinStar and its
 > ability to fulfill its business plan
 >
 > Leslie
 >
 >
 > -----
 > From Naylor Charles L (Chuck)
 > Sent Tuesday June 08 1999 9 28 AM
 > To Leslie Rogers Paul Hayes
 > Cc Vanonda Heron Janet Davidson Distler Angela (Angela) Wilson
 > Mark (Mark)
 > Subject FW Escalation to Nina re WinStar Services Pass-Through
 >
 > Leslie & Paul
 >
 > Below you'll find an escalation from Nate Kantor to Nina re financing of
 > WinStar Services. Mark Wilson and I discussed this last night and need
 > you all to share Lucent issues/position with Nina so she can respond to
 > Nate. Please prepare written response to Nina that she will then forward
 > (copying Janet Davidson, Mark and I)



> As you'll see below we shared feedback with WinStar regarding their
> request to pass-through \$115M in WinStar services. This is no longer a
> revenue recognition issue as we've been turned down multiple times by CFO
> This is a financing issue. From my conversation with Paul last week our
> financing agreement with WinStar is based on an equipment facility that is
> backed by equipment collateral. If we add \$115M in non-equipment services
> (non-collateralized, to this equipment facility we weaken the equipment
> facility paper and therefore limit WinStar's borrowing. WinStar however
> believes that if there is a problem unloading the loan with these services
> attached Lucent should simply separate the \$115M services and hold the
> paper ourselves. We've pushed back hard telling them once again we're not
> a bank and it's never been our intention to hold paper - we sell'
>
> Will you please help by drafting a response for Nina. Nina, Mark and I
> will be seeing many WinStar folks at SuperComm and we'd like to have
> something in writing today
>
> Thanks
> Chuck
>
>
>
>
> -----
> From: Heron Vanonda (Va Nonda)
> Sent: Monday, June 07, 1999 7:35 AM
> To: Naylor, Charles L (Chuck); Wilson, Mark (Mark);
> Cc: Davidson, Janet G (Janet)
> Subject: FW: Escalation to Nina re WinStar Services Pass-Through
>
> Chuck & Mark
>
> I wanted to ensure that you were aware of this. Please advise Nina of any
> details she may need in order to respond to Nate
>
> V
>
> -----
> From: Nate Kantor (SMTP: nkantor@winstar.com)
> Sent: Monday, June 07, 1999 7:36 AM
> To: Aversano, Nina (Nina)
> Subject: Escalation to Nina re WinStar Services Pass-Through
>
> Nina
>
> FYI - I am very confused. You told me NOT to worry about WinStar Services
> Lucent Content or Syndication. I thought this was under control.
>
> Please review and let's discuss
>
> Nate
>
>
> >>From: raffar@winstar.com Fri Jun 4 10:49:28 1999
> >>Sender: raffar@mail.winstar.com
> >>Mailer: Windows Eudora Pro Version 3.0 (32)
> >Date: Fri, 04 Jun 1999 10:49:21 -0400
> >To: nkantor@winstar.com
> >From: Rif Haffar <raffar@winstar.com>
> >Subject: Escalation to Nina re WinStar Services Pass-Through
> >
> >Nate
> >
> >We have to-date passed \$26.6M through Lucent for WinStar services. This
> >covers 1Q99

>>
>>Now Mark W and Chuck N are pushing back on letting WinStar continue with
>>this up to the \$115M we agreed to in the \$750M framework you and Nina
>>discussed
>>
>>Their concern is that this level of services financing might hurt the
>>syndication of the paper For example if we offer \$300M to the banks
>>for
>>syndication and they refuse \$50M of it because it is not sufficiently
>>collateralized Lucent will have to discount that paper to sell it or
>>keep
>>it on their own books I understand from Mark and Chuck that neither of
>>these is an acceptable resolution for them
>>
>>My response was that you and Nina agreed to \$115M in pass-through
>>services
>>and that this sounds like backing away from that agreement
>>
>>As a matter of practice we do not know and won't know until August
>>when
>>the first tranche is syndicated whether or not the banks will have
>>heartburn over the paper This according to Fred Rubin
>>
>>Net net I want to be able to begin billing Lucent immediately for
>>WinStar
>>services starting with April 1999 and continue doing so on a monthly
>>basis Could use your help in reenforcing the agreement on this
>>
>>Thanks,
>>
>>R
>>
>>
>>
>>

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641**

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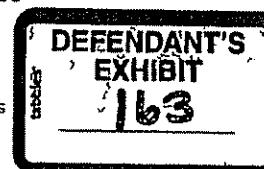
From Nate Kantor [nkantor@winstar.com]
Sent Wednesday July 14 1999 1:09 PM
To cdickson@winstar.com Rubin Fred Dwyer Joe
Subject Response to Your Request

All

I don't understand this-please review and let's discuss. This may or may not be consistent with my discussions with Nina. We need to have a meeting-the sooner the better

Nate

>\-From: aversano@lucent.com Tue Jul 13 16:50:48 1999
>From: Aversano Nina (Nina) <aversano@lucent.com>
>To: nkantor@winstar.com <nkantor@winstar.com>
>Cc: rhaaffar@winstar.com <rhaaffar@winstar.com>
> Davidsson Janet G (Janet) <jgdavidson@lucent.com>
> Naylor Charles L (Chuck) <cnaylor@lucent.com>
> Blunkett William Montgomery II (Bill) <wmblunkett@lucent.com>
> Wilson Mark (Mark) <wilsonmar@lucent.com>
>Subject: Response to Your Request
>Date: Tue Jul 13 1999 16:50:45 -0400
>X-Mailer: Internet Mail Service (5.5 2448.0)
>
>Nate
>
>I took the opportunity to review your request for Lucent to subcontract
>(pass-through) and finance WinStar Services for Q1 and Q2 1999. Let me
>address each of these items independently as to clarify the arrangements
>and to avoid future confusion
>
>At the beginning of Q1 1999 we agreed to consider providing additional
>services to WinStar under our Supply Agreement of October 21 1998. This
>consideration included the possibility of subcontracting back to WinStar for
>certain Network Services. As we began this opportunity assessment we
>agreed to trial this subcontracting arrangement for (calendar) Q1. The
>result was Lucent subcontracted to WinStar \$25M in Network Services (under
>the agreement for Network Build-Out Services) which we in-turn processed
>with no revenue recognition eligibility through our systems. This trial
>yielded no material benefit for Lucent and in fact cost us considerable
>resources to process track and manage
>
>Based on the results of our Q1 trial it is not feasible for Lucent to
>consider this same approach for WinStar Services in Q2. The benefits are
>simply not there. We are however willing to continue to explore creative
>approaches to this subcontracting concept in the future and welcome the
>opportunity
>
>As for the financing aspect of your request we already accommodated WinStar
>by treating the \$25M of Q1 subcontracted services as Lucent content. With
>respect to your request to finance the \$30M of WinStar services incurred
>during (calendar) Q2 we are willing to finance this however since we are
>not able to subcontract the Q2 WinStar Services (for the reasons stated
>above) these will be financed under the non-Lucent category in our
>agreement
>
>Nate sorry I can't agree to your Q2 request but rest assured we're always
>open to trying new things



>
>Sincerely
>
>Nina
>

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Summary of Lucent Meeting 7/26/99

Confidential, For Internal Use Only

Janet Davidson
Jill DiRoma
Mark Wilson

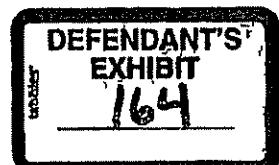
Fred Rubin
Joe Dwyer
Steve Lidd

Lucent felt

- They cannot recognize revenue on the subcontracting arrangement
- This costs them money to manage with no compensation
- They are also hit with the cost of money not reimbursed
- They provide no value add to the product
- Their auditors will have a problem tracking the money in and out, and have concerns about this ending up incorrectly in revenue
- Lucent is a big company with big departments and this type of transaction is difficult to structure (ie process for competitive bidding for subcontractors of which WinStar is one)

Solutions to resolve these problems

- Lucent will program manage as much as the build as possible exact roles to be defined by 8/13
- If Lucent is program managing the build, this will/may give them the revenue opportunity that they want
- Even if Lucent cannot recognize revenue on the transaction, WinStar wants to continue the subcontracting role anyway, and Lucent will work to find a way to do this
- WinStar will pay cost of money on receivables fee for internal costs, as necessary, through appropriate markup in addition to normal profit on program management, etc
- Q2 purchase orders to be received by 7/30



**ROA
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646**

From Wilson Mark (Mark)
Sent Thursday August 05 1999 3:16 PM
To jdwyer@winstar.com frubin@winstar.com slidd@winstar.com rafar@winstar.com
Cc Davidson Janel G (Janet) Plunkett William Montgomery II (Bill) Naylor Charles L (Chuck)
Rigotti David Roy (David) Loner Thomas N (Tom) Diroma Jill B (Jill) Epstein Marc N
(Marc) Gregg John Andrew (John) Rogers Leslie L (Leslie) Hayes Paul (Paul) Cassady
Steven John (Steven)

Joe Fred Ruf and Steve

I've attached a file describing how we would see the turnkey order approach working for your review (Please remember that Oct 1 would be for the transaction only Lucent and Winstar roles would not change significantly at that time as far as managing the construction of the network Those roles will migrate over time)

[W]
Strawman
description of turnkey

A few items to be cared for

Oct 1 implementation seems reasonable which would have us do the end of quarter routine one more time

Need to watch out for any possible negative impacts on Lucent revenue recognition which may require some work on acceptance language in the contract

Lucent content requirements wouldn't change from the contract but certainly this approach would allow for Lucent to more quickly assume more of the network build and help meet the requirements

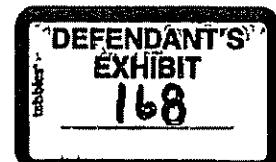
The issue of the collateral dilution around services still needs to be worked with our PFO group. We need to resolve this together real soon so as not to be a problem at the end of this quarter

Need to work together on valuing the turnkey orders as described in the file

Let me know your thoughts on whether we are on the right track I know everyone is tied up next week but I will plan on meeting with Ruf on Friday (8/13) to discuss further

Thanks

Mark



Lucent Strawman Outline of Network Build-Out Of WinStar Network

8/4/99

Objective

Based on the outcome of last week's operations review meeting, a Lucent team was assembled to brainstorm the process necessary to begin to implement a transaction interface that more closely resembles the contract structure and have Lucent more aggressively take on the building out of WinStar's network. This document is written to describe the initial steps necessary to recognize this objective.

In analyzing the true advantages to both companies for structuring the relationship in this manner the following conclusions were drawn:

For WinStar

1. Have a fully funded financing arrangement for WinStar's Network Build (original supply agreement intent). The thought here is that if Lucent would assume more responsibility while providing more products and services directly the content requirements would be more easily met.
2. Maximize the capitalization of WinStar's expense budget for the purposes of building out their network.
3. Overall management of the build out of WinStar's network by Lucent. Full project management responsibility & functional responsibilities for those areas where Lucent has competency or a desire to 'get into the business'. Or to subcontract out those functional responsibilities for those activities that Lucent does not have the core competencies.

For Lucent

1. Profitable Recognizable Revenue growth (Target full WinStar Budget of \$750 Million)
2. Develop core competencies that can be ported to the marketplace

THE QUESTION How to structure the manner in which WinStar transacts business with Lucent to begin to meet the objectives stated above?

THE ANSWER The thinking is that if we can have all products and services (including those of WinStar's employees) that WinStar is purchasing for their network build out flow through Lucent then we would be taking the first step towards realizing the goals as stated above. Lucent would then perform against these orders in the following manner:

- In some cases as the supplier
- In some cases as the prime contractor
- In some cases as the agent who will assign the order to another supplier

Lucent Strawman Outline of Network Build-Out Of WinStar Network

Note The existence of this new ordering structure in its initial form would NOT imply or intend to convey any financing commitments but would be used as a vehicle to grow Lucent's ability to receive full stream orders and work with WinStar to determine what parts of the orders would

- Count as Lucent Content
- Be taken as Lucent Revenue, or Not
- Financed or Not (as related to the content clause)

By moving to this initial phase for the turnkey approach does not by definition alter the current calculations for Lucent vs non Lucent content. It does facilitate a more easy evolution to a structure that would allow Lucent to provide more true value-added products and services that would alter the content calculations towards the committed to levels

Issues/Ideas

- Have to insure that the solution does not dilute capital collateral in a way that would affect the existing financing vehicle. Or if it does affect it, we might have to develop a new financial vehicle for these services activities

The new transaction model cannot negatively impact revenue recognition or cash flow for Lucent. May involve changes or additions to Section E of the current contract

- As Lucent assumes responsibility for 3rd party Equipment, 3rd party Services, or WinStar Provided Services we must determine the appropriate invoicing points (Rev on Ship VS Percent of Completion VS On acceptance) and modify contract to reflect the same? Also, need to coordinate turnaround/intervals of invoicing and payments for individual orders

Moving Forward

To date WinStar has approached Lucent at the end of the first two quarters of calendar 1999 to help solve their expense capitalization problems by flowing through approximately \$60M of WinStar provided services. The process was very 'end of quarter' intensive. In order to 'fix' this reactive approach and move closer to the 'end state' of accepting full stream (turnkey) type orders from WinStar we need to set up the structure within Lucent to support this vision. The best case end state view is presented as the following

Lucent Strawman Outline of Network Build-Out Of WinStar Network

View of the content of all future WinStar

POs to Lucent

End State

Lucent Equipment	As is today
Lucent Services	As is today
3 rd Party Equipment	Mark Up and Resell back to WS or replace w/ LU
3 rd Party Services	Direct Subcontract to Lucent or Continued as WS
WinStar Provided Services	Direct Subcontract to Lucent or Continued as WS

We currently have achieved varying degrees of success toward obtaining the end state view (i.e. Radio B-site construction). It was also acknowledged that getting to the above state will not be a flash cut. Each of these components will require a business case review and determination as to whether the component is part of Lucent's business strategy moving forward, and how can we move from one model to the next.

Designing a Master Turn Key PO

The team created a high level view of what a WinStar PO Template would look like moving forward to support the long term vision and the ability to more easily transact business under the turnkey approach. This template would be used by WinStar in the placement of all future orders.

WinStar PO Types Template	1	2	3	4	5
New City /Augment /Metro Ring / Long haul Route/Grouped Svcs	Lucent Technologies Equipment	Lucent Technologies Service	3 rd Party Equipment	3 rd Party Services	WinStar Provided Services
Central Office	As Quoted	As Quoted	As Detailed in Attachment to PO (Who What Where When) Provided by WS	As Detailed in Attachment to PO (Who What Where When) Provided by WS	Fixed Amount on a per order basis to cover mutually agreed to WinStar service organizations annual budgets
HUBS	Same	Same	Same	Same	Same
B Sites	Same	Same	Same	Same	Same
FO Rings	Same	Same	Same	Same	Same
FO Long Haul	Same	Same	Same	Same	Same
Comm Software	Same	Same	Same	Same	Same
C 5 Services	Same	Same	Same	Same	Same

Invoicing Criteria

- 1 Standard Existing Contract (On Ship for Equipment & Engineering)
- 2 Standard Existing Contract (Installation completion or acceptance)
- 3 Standard Existing Contract (On Ship handled by Customer Service)
- 4 On an interim basis to be triggered by #2 above
- 5 On an interim basis to be triggered by #2 above

The 1st effort is to set up a process that orders are received from WinStar that will allow us to

Lucent Strawman Outline of Network Build-Out Of WinStar Network

track the columns 3,4 and 5. This will clean up the end of quarter reconciliation activity and to allow Lucent to decide whether the revenue is recognizable or not per standard accounting rules

Action Items To Mechanically Set Up

Lucent can set up the transaction process by 10/1 to facilitate the achievement of a significant part of the objectives listed above without having Lucent assume full responsibility for Winstar's network build-out (and all risks and liabilities that come with that). However, to do so we must work the following items

- People Impact Asset management CFO purchasing (GPO)
- WinStar needs to document columns 3&4 expenditures at time of PO placement
- WinStar to provide a list of Subs & 3rd party equipment to Lucent Purchasing (GPO)
- Review with all affected WinStar organizations, and gain acceptance and concurrence
- Meet with WinStar to determine course of action for column 5. Initial thoughts are to follow these steps
 - 3 Capture the annual expense budgets for the WinStar Planning / Engineering and Building (NC&D) organizations
 - 4 Determine the average number of orders place by WinStar on Lucent and their other providers for delivery of these products and services on an annual basis
 - 5 Establish a fixed dollar figure for inclusion with each PO to Lucent that will cover the expense budgets for these organizations. The order quantities will have to be monitored to make sure the funding stays in line with forecasted, and actual, WinStar requirements

October 1st is the targeted cut date to attempt to begin to receive orders in this manner

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From Howard Shartel [hshartel@winstar.com]
Sent Monday August 23 1999 7 59 AM
To cdickson@winstar.com
Cc jdwyer@winstar.com dhoopes@winstar.com amunson@winstar.com
Subject Lucent/B Site Cabs

Charlie

Fyi on Lucent's expanded role

I spoke with Joe Dwyer on this last week and have a good understanding of our intent to expand our spend with Lucent as discussed at the executive review several weeks ago

I feel very comfortable that we can expand the Lucent relationship without giving them control of the network build

Simply put upon final approval within WinStar we'll buy more from Lucent and its VAR and distributors. There are markup issues but we'll work through them. What we won't do is advise Lucent of what we need and empower them to go out and act as our agent. This would cost us both in dollars and in our (Engineering NC&D Procurement etc) ability to manage the network build.

I have a meeting with Dave Ackerman at 10 this morning to discuss what he would like to see them (Lucent) do beyond what they're doing today. I will summarize the result in a note to you Charlie.

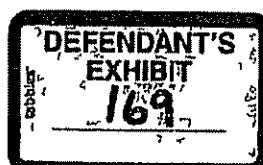
The net is that I'm sure we can meet Lucent's objective of profitably growing recognizable revenue while still managing the network build and the supplier selection process. This will involve Lucent subcontracting work on our behalf in specific areas also something that we will carefully control.

Lastly we will aggressively pursue any benefits that might be realized by leveraging Lucent's national network of staging areas. If they're doing work for us in a given city we should be utilizing any tier 2 like capability they may have available in lieu of hiring more people and opening up more warehouses for what may be a 3-4 year need. Al and I will pursue this.

thanks

Howie

>X-From: dpiett@winstar.com Fri Aug 20 22 07 22 1999
>X-Sender: dpiett@mail.winstar.com
>X-Mailer: QUALCOMM Windows Eudora Pro Version 3.0.3 (32)
>Date: Fri Aug 20 1999 22 11 49 0400
>To: hshartel@winstar.com
>From: Dan Piett <dpiett@winstar.com>
>Subject: Lucent/B Site Cab's
>
>Howie
>
>Mike Roberts called and left me a voice mail on the subject tonight
>and requested that I express his comments to you
>He is headed to New Mexico to visit his parents
>
>The issue he expressed is that any attempt to build B Site Cabinets
>by Lucent is a TRIAL BASIS only and not a contractual obligation



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>In addition he expressed that it is not his intention to place Lucent ,
>in the procurement business outside of what Best Tronic s is
>currently providing to construct the cabinets (cables ect ect)
>
>He expressed that the purchasing was your responsibility for the
>major componets as currently performed
>
>He expresed that this project in his opinion has a 50/50 chance
>of working with Lucent building the cabinet s to our spec s but
>feels in is worth a TRIAL. If it works and we accept the quality
>and price we can all be winners if not we move forward in another
>direction
>
>That s the bulk of his comments
>
>OK
>
>Dan
>
>
>

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**ROA
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Page 1 of 2

Pprinter

From Genner Byron A (Byron) <genner@lucent.com>
To "Hicks Lisa <lhicks@winstar.com>
Sent Tuesday December 14 1999 4:00 PM
Subject FW Turnkey Update w/o 12/6/99

Lisa

As promised here is the email Chuck sent out yesterday. Now you have softcopy

Look for our 1st Q Turnkey Traction Proposal later today or first thing in the morning

By the way, how did the meeting go? I'll get a debrief from Chuck and Mark. Just curious on your take

Bo Genner
Solutions Account Manager
Lucent Technologies
202-829 8332 (Lucent Office)
800 759-8888 PIN # 1365357 (pager)
genner@lucent.com

>
> From: Naylor Charles L (Chuck)
> Sent: Monday December 13, 1999 11:50 AM
> To: dackerman@winstar.com, azendle@winstar.com
> Cc: Wilson Mark (Mark), Lewine R N (Bob) Petrucci, Vanessa H
> (Vanessa) Rigotti, David Roy (David) spearl@lucent.com, Kipke, Richard J
> (Rich) Genner Byron A (Byron), Gregg John Andrew (John)
> Subject: Turnkey Update w/o 12/6/99

>
>

> Dave & Allan

>

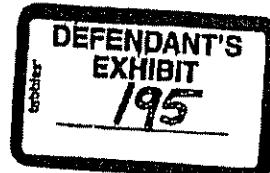
> Our teams spent considerable time last week performing Due Diligence on
> our Service Node and Hub/B Site turnkey proposals. On Tuesday the Lucent
> sub team met with folks from engineering including Thanos Vicki Fiala,
> and Bob Lawson. Wednesday, the team met with your NC&D group including
> George, Mike Roberts and John Resavage. Finally, Thursday we held our
> full day Review Session with the following participants from Winstar
> George, Mike Roberts, John Resavage, Vicki Fiala, Ira Anslow, Bob Lawson,
> and Lisa Hicks

>

> I want to thank all the Winstar folks who worked with us last week
> Without exception, everyone has been very supportive of Lucent stepping up
> to a turnkey role in your Yr2000 network buildout. Their candid feedback
> and suggestions have provided for productive discussions and yielded an
> Action Plan which will produce incremental results for Winstar in Q1 2000

>

> The attached two viewgraphs provide a summary readout from our meetings
> with Winstar along with our collective thoughts on Action Plan



5/4/01

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Page 2 of 2

> <<Turnkey Readout ppt>> <<Turnkey Division of Responsibility ppt>>
> The team's consensus is to get Lucent started in Q1. While we realize our
> Yr 2000 Turnkey Proposals are not agreed to and concerns remain re scope
> and price, we collectively believe we must get rolling in order to
> positively impact your Q1 network build. We're suggesting a risk sharing
> arrangement that includes a "not to exceed" price for select Q1
> activities. Pricing for these activities is being re worked based on
> feedback we received from the Winstar troops and we'll be prepared to
> share these this week. The select Q1 activities we're focusing on are
> 100 (+/-) Bundle Phase 2 Buildings along with those buildings specifically
> identified by marketing, the NYC CoLo initiative, the Richmond Service
> Node, and (30) new Hubs and associated 600 buildings George offered
> yesterday (exact number to be finalized by 12/20)
> We look forward to discussing this with you tomorrow during our 11:00
> meeting. Bob Lewine will join us for this part of discussion
>
> Thanks
> Chuck
>
>

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Attachment Converted C:\Eudora\Attach\Turnkey Division of Responsibility ppt

5/4/01

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SECURITIES AND EXCHANGE COMMISSION
WASHINGTON D C 20549
FORM 10-K

(MARK ONE)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934 FOR THE FISCAL YEAR ENDED DECEMBER 31 1999

/ / TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934 FOR THE TRANSITION PERIOD FROM _____ TO _____

COMMISSION FILE NUMBER 1-10726

WINSTAR COMMUNICATIONS INC
(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

DELAWARE
(STATE OR OTHER JURISDICTION OF INCORPORATION OR
ORGANIZATION)

13 3585278
I R S EMPLOYER IDENTIFICATION NO :

685 THIRD AVENUE
NEW YORK NEW YORK 10017
(212) 792-9800
(ADDRESS INCLUDING ZIP CODE AND TELEPHONE NUMBER INCLUDING
AREA CODE OF REGISTRANT'S PRINCIPAL EXECUTIVE OFFICES)

SECURITIES REGISTERED PURSUANT TO SECTION 12(B) OF THE ACT NONE

SECURITIES REGISTERED PURSUANT TO SECTION 12(G) OF THE ACT
COMMON STOCK
Rights to Purchase Series B Preferred Stock

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein and will not be contained to the best of registrant's knowledge in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K

State the aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was sold or the average bid and asked price of such as of a specified date within the past 60 days As of March 6 2000 the aggregate

DEFENDANT'S
EXHIBIT
211

market value of such stock was approximately \$4 448 1 million

Indicate the number of shares outstanding of each of the registrant's classes of common stock as of the latest practicable date As of March 6 2000 the number of shares of common stock outstanding was 85 646 757

DOCUMENTS INCORPORATED BY REFERENCE

The information required in Part III by Items 10 11 12 and 13 is incorporated by reference to the registrant's proxy statement in connection with the annual meeting of stockholders scheduled to be held on June 28, 2000 which will be filed by the registrant within 120 days after the close of its fiscal year

PART I

ITEM 1 BUSINESS

GENERAL(1)

We provide businesses with broadband services. We offer our services across our own end-to-end broadband network in 60 major markets in the United States including each of the top 30 U.S. markets. We also offer services in 10 overseas markets including Amsterdam, Brussels, Buenos Aires and Tokyo. Revenues from our communications and information services for the year ended December 31, 1999 were \$445.6 million compared to \$244.4 million for the same period in 1998.

We believe that our rapidly expanding network will enable us to offer broadband services to a majority of the companies comprising the business communications market in the United States. This market is projected to grow from approximately \$170.0 billion in 1999 to approximately \$360.0 billion by 2009. Our domestic network combines local and long haul capacity with voice and data switching facilities and is capable of carrying a substantial portion of our customers' communications traffic from point of origin to point of termination. This network consists of

- o the nation's largest amount of fixed wireless spectrum covering more than 80% of the U.S. business market which we use to extend our broadband network across the last mile to our customers' buildings
- o intracity fiber in 50 of the top 60 domestic markets covering more than 6,000 delivered or committed route miles which we are incorporating into our network to interconnect our hub site buildings and switching and data center facilities
- o a nationwide fiber backbone comprised of four fiber strands covering more than 16,000 route miles and which connects our top 60 markets
- o access rights to connect more than 8,000 buildings which we believe provides us with access to more buildings than any other facilities based competitive communications provider and
- o 34 installed Lucent local and long distance voice switches and 135 installed data switches

In order to reduce network deployment costs and increase network flexibility we are integrating point to multipoint technology into our nationwide network. We recently accomplished the initial rollout of point to multipoint technology in Oakland, Phoenix, Salt Lake City, San Jose, Seattle and Washington, D.C.

OUR SERVICES

Our broadband network allows us to offer an integrated suite of communications and information services including

- o local and long distance voice services
- o always-on and dial-up Internet access
- o ATM, frame relay and IP data transport services

- o web hosting and web design and development services
- o online business content including office com a service from Winstar⁽²⁾
our online business center
- o online application hosting services including Microsoft Office 2000 OnlineSM and
- o network and applications solutions for vertical business communities and
- o LAN and WAN systems integration

-- -- -- --
1 As used in this report the terms we , us "our " our company and Winstar refer to Winstar Communications Inc and if appropriate in the context its subsidiaries

2 office com(R) a service from WinstarSM and Wireless FiberSM are service marks
and WinstarSM office com(R) Winstar for BusinessSM and Winstar Business InfoCenterTM are trademarks of Winstar Communications Inc

THE WINSTAR NETWORK

We are constructing a broadband communications network that will be capable of carrying bandwidth intensive traffic from point of origination to point of termination for a substantial majority of the companies comprising the business communications market in the United States and selected overseas markets

Connecting the last mile

Local communications service historically has been carried by incumbent local providers over their legacy networks. The portion of these legacy networks that ultimately connects to customer buildings called the last mile is typically copper wire. Without enhancements copper wire is poorly suited to support high bandwidth services. The rapid growth of bandwidth intensive communications services such as Internet access data transport audio and video streaming and e-commerce applications has created an increasingly acute shortage of transmission capacity across the last mile

We believe that there are more than 750,000 commercial buildings in the United States. Only a small percentage of these buildings have broadband connections most of which are made using fiber-optic cable. Further construction of last mile fiber connections has slowed substantially in recent years due to the high cost and long delays associated with extending fiber to most buildings. Since labor constitutes the largest cost component in the construction of last mile fiber we believe that it will become increasingly less cost effective to connect the majority of commercial buildings with last-mile fiber.

We believe our fixed wireless infrastructure provides an optimal solution for delivering broadband capacity across the last mile. In contrast to fiber the majority of the cost associated with establishing our fixed wireless connections is related to technology and equipment the cost of which has tended to decrease over time as the technology develops and becomes more widely used. As such we are able to connect customer buildings at a cost which is substantially less than that incurred in a fiber-build strategy. This significant cost advantage enables us to economically deliver broadband capacity services and applications to a larger addressable market than would otherwise be possible with fiber or other facilities-based broadband alternatives. We believe that we will be able to bring broadband last mile connections to a majority of commercial buildings in each of our target markets on a cost-effective basis. Where economically warranted or otherwise complementary to our overall system architecture, we may use fiber to establish the last mile broadband connection to a building.

Our typical customer is serviced by placing a 10 to 12 inch digital microwave antenna on the roof of the customer's building. The customer's voice data and video communications traffic travels from the customer's premises over the building's internal wiring to this rooftop antenna. The traffic is then routed via wireless transmission to another antenna located on a nearby hub site building which has a direct line of site to the antenna on the customer's building. Hub sites serve as aggregation points for the reception and distribution of our customers' traffic. Hub sites are located to maximize the number of potential buildings from which such sites can receive and distribute this communications traffic. These hub sites are typically located on our intracity fiber rings allowing traffic received there to continue on at broadband speeds to our switching centers where it is routed to its final destination.

We use capacity in the 38 GHz spectrum and the 31 and 28 GHz or LMDS spectrum as well as other portions of the radio spectrum for our wireless

connections. Our spectrum holdings cover more than 80% of the business market in the United States. We can provide customers with up to an OC 3 (more than 2,000 voice grade equivalents) of transmission capacity over a single wireless link which is more than 2,700 times faster than the fastest dial-up service currently in general use. The capacity of these wireless links has risen dramatically in recent years and we expect that it will continue to expand as wireless technology advances.

We deploy point-to-point and point-to-multipoint connections in our local network infrastructure. Point-to-point connections use a single dedicated link between two antennas having line of site to each other, one located on the customer's building and one at our hub site. Point-to-multipoint technology allows for simultaneous transmissions between a single hub site antenna and multiple customer building antennas to which it has line of sight.

A point to multipoint connection allows for the cost of the hub site antenna to be allocated over numerous customer building sites rather than just one and reduces the capital expenditures necessary to bring broadband

**ROA
TAB
692**

From Naylor Charles L (Chuck)
Sent Tuesday January 18 2000 12:49 PM
To Wilson Mark (Mark) Epstein Marc N (Marc) Dowdy Mary M (Mary) Quinn John F (John)
Cc Jerden Antonietta (Antonietta) Carrone Angela (Angela) Diroma Jill B (Jill)
Subject Manzi Frank P (Frank) Coccio James Vincent (Jim) Coleman Glenn (Glenn) Rigotti David
Roy (David)
RE Winstar Services

Jill

Thanks for the response. Dave Rigotti on my team will work with Mary Dowdy on processing 4Q PO/invoices. Additionally we're anxious to pursue the on-going services opportunity and will look for Jim Coccio and Mark Wilson's direction on how to capture this.

Chuck

From Diroma Jill B (Jill)
Sent Tuesday January 18 2000 7:27 AM
To Naylor Charles L (Chuck) Wilson Mark (Mark) Epstein Marc N (Marc) Dowdy Mary M (Mary) Quinn John F (John) Jerden Antonietta (Antonietta) Carrone Angela (Angela)
Cc Manzi Frank P (Frank) Coccio James Vincent (Jim) Coleman Glenn (Glenn)
Subject Winstar Services

Mark

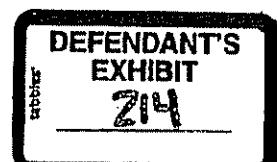
We have discussed the Winstar performed services and have concurrence from Corporate CFO that this transaction can be done **ONE MORE TIME**. This one time allowance is to cover Calendar 4th quarter services for Winstar. We all recognize that this means that a Lucent PO needed to be generated to Winstar dated prior to Dec 31 1999. This will then be followed up with invoicing and payments between the parties to take place sometime in Feb 2000. Finally a journal entry will be processed in March 2000 to clear out the transaction from our books.

I understand that the team is working towards a Turn Key solution with this customer. Please keep in mind that this alone will not allow us to continue this practice of running Winstar performed services through our books. The only way we will run these through our books after this transaction is if they are services performed by some party other than Winstar and it is deemed after careful review that Lucent can take revenue on these services.

Since it is doubtful that we will move to a third party performing all of these services it is imperative that communication is sent to Winstar to inform them that we cannot issue any further Purchase Orders for services performed by them. Please provide a copy of this correspondence to me as soon as possible.

Thanks

Jill



LW00053196

**ROA
TAB
753**

From Quinn John F (John)
Sent Thursday April 06 2000 2:51 PM
To Diroma Jill B (Jill)
Cc Naylor Charles L (Chuck) Rigoth David Roy (David) Wilson Mark (Mark) Dowdy Mary M (Mary) Kardomateas Mary (Mary) Cassady Steven John (Steven) Loner Thomas N (Tom) Noda John David (Dave) Deady Mark A (Mark) Manzi Frank P (Frank)
Subject RE: Rationale for Lucent/WinStar Quarterly Funds Transfers for Network Buildout Services

Jill

Remember sending me your CFO process description (attached below) back in September on how we flow the WinStar services through Lucent's books so that WinStar can capitalize these services as part of their network build. You had explained that basically the reason Lucent was doing these services was because Winstar has been looking for Lucent to actually take over and perform these services. Since Lucent was not yet in a position to perform the services ourselves, Lucent agreed to flow them through its books so that Winstar could capitalize these services as part of their network build. Lucent would not take any revenue on these transactions and would ensure that these funds would flow between the two companies on the same day.

Then I forwarded to you a flowchart (also attached below) of your CFO process description that I created to aid the reader. We did this back then for senior GPO management who had requested some clarification as to why we were issuing such large POs for WinStar on such short notice. I had also copied most of the WinStar team so that everyone would have a better understanding of the process.

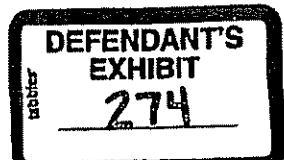
 
 JQWinStar Services Process doc WinStar Services Process (CFO D)

Well it looks like we both need to get together again and update those documents to satisfy the new Chief Procurement Officer Jose Mejia who instructed GPO leaders to not do any more of these WinStar quarterly transfer POs (after this last 1Q00 one) until he understands the rationale for them. Dave Noda stated that as an accounting transaction he was really okay with his team cutting a PO once a quarter. However as requested by Dave Noda, Frank Manzi and Tom Lorer we apparently were both charged with putting in place an ongoing process to handle the checks and balance issue that Dave Noda raised to Jose Mejia.

Dave explained his on going issue with these Winstar transactions is that these quarterly funds transfer POs represent a significant commitment and outflow of cash that is outside of the normal procurement process. Typically a transaction of this size would require significant documentation and approvals to insure that everything was in accordance with company policy and within the controls established by the Corporation. Per the Winstar and CFO team's request purchasing's role in transactions of this nature would not involve any background work (RFQ negotiations) but merely involve cutting the PO.

As usual on this latest 1Q00 PO senior GPO management requested we avoid another last minute rush when processing such a large dollar PO. Each quarter I have explained to them that I create the required Plan Of Action for their approval just as soon as the WinStar team tells me about the quarterly requisition. I also explained to them that these last minute rush POs are unavoidable due to the need to pay both invoices on the same day to avoid the A/R issues. It appears they have a hard time remembering that important yet unavoidable factor.

To date GPO has processed \$187M in WinStar quarterly funds transfer POs (each expected to be the last) as follows: 1Q99 for \$25M 2Q99 for \$34M 3Q99 for \$38M 4Q99 for \$38.5M and now 1Q00 for \$51.5M. We recognize that these orders are outside normal GPO processes and procedures and we have been doing them to accommodate



your accounting transactions for the WinStar team. As it appears that these funds transfers will continue to flow through GPO senior CFO and GPO managers are requiring a documented and approved process

Mark Deady, CFO North America, confirmed to Tom Loner that GPO had CFO clearance to process the last \$51.5M Purchase Order after obtaining the appropriate signatures. Mark said he spoke to you and that you verified that the order was within the guidelines and intent of the arrangements made by Frank Manzi directly with Winstar

My question is what are Manzi's guidelines and the intent of the arrangements with WinStar? And can we incorporate those guidelines and the intent of the WinStar arrangements into our revised update of our two attached documents? Do we need to start all over if Manzi's guidelines and arrangements are substantially different than what we had documented back in September?

Please advise on how we should proceed in creating/modifying a new/existing documented and pre-approved process that we can place before Jose Mejia for approval. Our best course of action would be to develop an estimate of WinStar's quarterly funds transfers for an entire year and obtain Jose's approval for the next entire year

I would appreciate it if you would quickly review our CFO process and flowchart. Then let me know if we need to modify them to reflect the latest arrangements. We need to do this quickly so we can send it up the line to our Chief Procurement Officer Jose Mejia for his understanding of the rationale behind these POs

Forgive my long yet necessary email. Thanks and have a great day

John F Quinn APP CFE

Senior Procurement Specialist
Lucent Technologies
Global Procurement Organization
900 North Point Parkway Room 935630
Alpharetta GA 30005

jfquinn@lucent.com
770-750-2593
Fax 770 750-4496

Winstar Services Process

Steps	Details	Action Required
Winstar issues PO to Lucent for \$34M in Various Network related services	\$34M subcontracted back to Winstar to perform services noted on their PO to us	PO needs to go to Customer Svc (L McCaffery)
Lucent issues PO to subcontractor - (Winstar) for \$34M	Winstar performs the required services	GPO needs to issue a PO for \$34M to Winstar PO is coded to an Inventory Account, which is relieved when billed to Winstar
Winstar performs the services and bills Lucent \$34M	Lucent now owes Winstar \$34M	A/P receives an invoice from Winstar. Payment date is coordinated with Winstar's payment to us which must happen the same month the bill is generated to ensure there is no A/R or A/R issue
Lucent then bills Winstar for \$34M in services	\$34M Winstar services - No Revenue Recognition as it simply clears out the inventory account	Asset management needs to invoice all services which relieves the inventory account

**ROA
TAB
763**

\$1 150 000 000

REVOLVING CREDIT
AND TERM LOAN AGREEMENT

dated as of May 4, 2000

among

WINSTAR COMMUNICATIONS INC

THE GUARANTORS FROM TIME TO TIME PARTIES HERETO

and

WCI CAPITAL CORP

THE LENDERS FROM TIME TO TIME PARTIES HERETO

and

THE BANK OF NEW YORK
as Administrative Agent and Collateral Agent

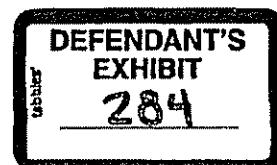
BNY CAPITAL MARKETS INC
as Sole Lead Arranger and Book Runner

CIBC WORLD MARKETS CORP
CITICORP NORTH AMERICA INC and
CREDIT SUISSE FIRST BOSTON
as Co Arrangers

CITICORP NORTH AMERICA INC
as Syndication Agent

CIBC WORLD MARKETS CORP and
CREDIT SUISSE FIRST BOSTON
as Documentation Agents

THE BANK OF NEW YORK
as Letter of Credit Issuer



CONFIDENTIAL 2WC 005768B

(c) Consolidated Senior Debt to Consolidated Annualized EBITDA From March 31 2002 until the satisfaction in full of all the obligations of the Borrower under the Credit Documents and termination of the Commitments of the Lenders hereunder the Consolidated Group Members shall not permit the ratio of Consolidated Senior Debt to Consolidated Annualized EBITDA for any day during the following periods to be more than the following

Periods	Ratio
March 31 2002 June 29 2002	12.50x
June 30 2002 September 29 2002	10.00x
September 30 2002 December 30 2002	9.00x
December 31 2002 March 30 2003	7.50x
March 31 2003 June 29 2003	5.00x
June 30 2003 September 29 2003	4.50x
September 30 2003 December 30 2003	4.00x
December 31 2003 March 30 2004	4.00x
March 31 2004 and thereafter	3.50x

(d) EBITDA to Consolidated Debt Service Commencing in the quarter ending December 31 2003 not permit the ratio of EBITDA to Consolidated Debt Service for the four consecutive fiscal quarters ending on such date to be less than 1.0

ARTICLE IX

Events of Default

Section 9.01 Events of Default If one or more of the following events (each an *Event of Default*) shall occur

- (a) The Borrower shall fail duly to pay any principal of any Loan or amount drawn under any Letter of Credit when due whether at maturity by notice of intention to prepay or otherwise
- (b) The Borrower shall fail duly to pay any interest, fee or any other amount payable under the Credit Documents within three Business Days after the same shall be due
- (c) The Loan Parties shall fail duly to observe or perform any term covenant or agreement contained in Sections 8.02 and 8.03
- (d) The Loan Parties shall fail duly to observe or perform any other term covenant or agreement contained in this Agreement and such failure shall have

continued unremedied for a period of 30 days after written notice is given by the Administrative Agent to the Loan Parties

(e) Any representation or warranty made or deemed made by a Loan Party in a Credit Document or Security Document or any statement or representation made in any certificate report or opinion delivered by or on behalf of a Loan Party in connection with a Credit Document or Security Document shall prove to have been false or misleading in any material respect when so made or deemed made

(f) A Loan Party shall fail to pay any Indebtedness (other than obligations hereunder) in an amount of \$25 0 million or more when due and such failure shall continue after the applicable grace period if any specified in the agreement or instrument evidencing such Indebtedness unless such failure shall have been cured or waived or a default shall have occurred and be continuing with respect to any such Indebtedness having an aggregate principal amount outstanding of \$25 0 million or more and as a result of such default the holder of such Indebtedness shall have accelerated or shall have the right to accelerate the maturity of such Indebtedness prior to its express maturity

(g) An involuntary case or other proceeding shall be commenced against any Loan Party (except as provided below) seeking liquidation reorganization or other relief with respect to it or its debts under any applicable bankruptcy insolvency reorganization or similar law or seeking the appointment of a custodian receiver liquidator assignee trustee sequestrator or similar official of it or any substantial part of its property and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of more than 60 days or an order or decree approving or ordering any of the foregoing shall be entered and continued unstayed and in effect

(h) Any Loan Party (except as provided below) shall commence a voluntary case or proceeding under any applicable bankruptcy insolvency reorganization or similar law or any other case or proceeding to be adjudicated a bankrupt or insolvent or any of them shall consent to the entry of a decree or order for relief in respect of the Loan Party in an involuntary case or proceeding under any applicable bankruptcy insolvency reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against any of them or any of them shall file a petition or answer or consent seeking reorganization or relief under any applicable law or any of them shall consent to the filing of such petition or to the appointment of or taking possession by a custodian receiver liquidator assignee trustee sequestrator or similar official of the Loan Party or any substantial part of their respective property or any of them shall make an assignment for the benefit of creditors or any of them shall admit in writing its inability to pay its debts generally as they become due or the Loan Party shall take corporate action in furtherance of any such action

(i) One or more judgments against a Loan Party or attachments against its property which in the aggregate exceed \$25 0 million or the operation or result of which could reasonably be expected to have a Material Adverse Effect shall be rendered against such Loan Party and there shall be any period of 30 consecutive days during

which a stay of such judgment or attachment by reason of a pending appeal or otherwise shall not be in effect

(j) Notice of intent to terminate or amend a Pension Plan shall have been filed with any affected party (as defined in Section 4001 of ERISA) if after giving effect thereto the Pension Plan is a plan described in Section 4021(b) of ERISA or notice of an application by the PBGC to institute proceedings to terminate a Pension Plan pursuant to Section 4042 of ERISA shall have been received by any member of the ERISA Group in each case only if the amount of unfunded benefit liabilities (as defined in Section 4001(a)(18) of ERISA) as of the date such notice is filed or received exceeds \$15 0 million any member of the ERISA Group incurs liability under Sections 4062(e) 4063 or 4064 of ERISA in respect of a Pension Plan in an amount in excess of \$15 0 million an amendment is adopted to a Pension Plan which would require security to be given to such Pension Plan pursuant to Section 401(a)(29) of the Code or Section 307 of ERISA in an amount in excess of \$15 0 million any member of the ERISA Group fails to make a payment to a Pension Plan which would give rise to a Lien in favor of such Plan under Section 302(f) of ERISA in an amount in excess of \$15 0 million or

(k) any Change of Control shall occur

then and at any time during the continuance of such Event of Default the Required Lenders may by written notice to the Borrower take either or both of the following actions at the same or different times (i) terminate forthwith the Commitments and (ii) declare any Loans then outstanding to be due whereupon the principal of the Loans so declared to be due together with accrued interest thereon and any unpaid amounts accrued under the Credit Documents shall become forthwith due without presentment demand protest or any other notice of any kind (all of which are hereby expressly waived by the Loan Parties) *provided* that in the case of any Event of Default described in Section 9 01(g) or (h) occurring with respect to the Borrower the Commitments shall automatically and immediately terminate and the principal of all Loans then outstanding together with accrued interest thereon and any unpaid amounts accrued under the Credit Documents shall automatically and immediately become due without presentment demand protest or any other notice of any kind (all of which are hereby expressly waived by the Loan Parties)

The provisions of paragraphs (g) and (h) of this Section 9 01 shall not apply to any Loan Party that would be permitted to become an Unrestricted Subsidiary pursuant to Article XII without the occurrence of a Default hereunder after giving effect to such action Any such Loan Party shall be deemed converted to an Unrestricted Subsidiary provided that such conversion shall be deemed to be an Investment in Unrestricted Subsidiaries under Section 8 02(d)(ii)(T) as of the date of such conversion

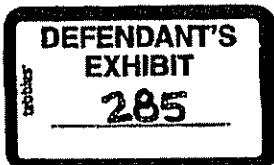
**ROA
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764**

Winstar Outstanding
New Facility Dated
May 04 2000

Winstar - WVF-1

Drawdown	Lucent Content	NorLucent Content	Total
06/24/2000 \$	167,174,406.90	\$ 80,889,669.13	\$ 248,064,106.03
07/31/2000 \$	15,412,389.42	\$ 56,956,728.63	\$ 72,389,718.05
08/31/2000 \$	18,155,440.23	\$ 56,381,451.41	\$ 73,530,891.64
09/26/2000 \$	35,670,398.11	\$ 67,388,372.00	\$ 103,058,768.11
10/22/2000 \$	68,912,173.52	\$ 124,020,147.35	\$ 192,932,320.87

\$ 305,329,406.18 \$ 384,636,398.52 \$ 689,965,804.70



**ROA
TAB
774**

From Rogers Leslie L (Leslie)
Sent Tuesday May 23 2000 9 12 AM
To Petini Vanessa H (Vanessa) Forrester Douglas Lamar (Doug) Epstein Marc N (Marc)
 O'Hara Thomas M (Tom) Diroma Jill B (Jill) Diaz, Carlos A (Carlos) Naylor Charles L
 (Chuck) Aversano Nina (Nina) Viqueira William (William) Quinn William N (William)
 Perricone Elizabeth (Beth) Colross Susan M (Susan) Rogers Leslie L (Leslie)
 Fasclano Annette L (Annette)
Cc Mo Caffrey Catherine Loy (Loy)
Subject RE Winstar Financing UPDATE

It looks like Winstar cannot borrow. We believe that the invoices are to and the equipment owned WNE not our new borrower WVL 1 LLC. That means that Bank of New York has that particular involved equipment already as its collateral. We're checking into it now and will let you know by the end of the day if we found a way out of funding.

From Rog rs Leslie L (Leslie)
Sent Tuesday May 23 2000 11 27 AM
To Petini Vanessa H (Vanessa) Forrester Douglas Lamar (Doug) Epstein Marc N (Marc) O'Hara Thomas M (Tom) Diroma, Jill
 B (Jill) Diaz, Carlos A (Carlos) Naylor Charles L (Chuck) Aversano Nina (Nina) Viqueira William (William) Quinn
 William N (William) Perricone Elizabeth (Beth) Colross Susan M (Susan)
Cc Mo Caffrey Catherine Loy (Loy)
Subject RE Winstar Financing

Dear CT

I need your quick attention to a situation. Winstar has given a borrowing request to Lucent for \$150 million of which \$77 million will be for non-Lucent equipment. As you know the company cannot borrow from Lucent until it has used up all of its other funds.

The company borrowed everything under its bank facility and now has \$600 million cash. Rouhana wants to borrow from Lucent because he has no more availability under the bank deal. This satisfies the need to "use up" availability from other sources.

Rouhana is worried about the markets and is borrowing while he can. This is not in the spirit of the new deal. This is reprehensible. The company lied to us about the usage. It is because of their representations that they would not borrow that we closed our new deal.

I need the CT to call Nate and demand that Winstar use its cash to pay us and work with us under our agreement. Please let me know if you can do this.

Les

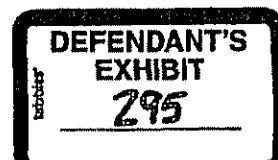
From Naylor Charles L (Chuck)
Sent Tuesday May 23 2000 9 36 AM
To Petini, Vanessa H (Vanessa) Forrester Douglas Lamar (Doug) Epstein, Marc N (Marc) O'Hara, Thomas M (Tom) Jill Diroma
 Carlos Diaz
Cc Catherine McCaffrey James Vickers Leslie Rogers
Subject RE Winstar-Financing

Jill

Can you please weigh in on this and direct Customer Service and Asset Management accordingly?

Chuck

X



**ROA
TAB
779**

Perricone, Elizabeth (Beth)

From Alfred Adrian (Adrian)
Sent Thursday June 01 2000 2:10 PM
To Rogers Leslie L (Leslie) Perricone Elizabeth (Beth)
Subject Winstar Summary.xls



Winstar Summary.xls

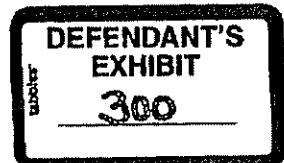
Leslie and Beth

Of all the draws totaling \$1 207Billion from December 1998 to April 30 2000 \$462 587 460 was used for payment of Lucent invoices

Sorry for the delay in getting these figures I got caught up on a different project

Regards
Adrian

Page 1



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Wireline Communications
Credit Agreement Summary

For the Month ended
April-00

Description	Lastest	Fees	Creditline	Last Month		Total
				Entered	Entered	
1. Deposits 4/19/00	10,300.00	660.00	3,200.00	1,010.41	10,401.14	21,350.27
2. Depositor 20.19/00	6,461.72		3,200.00	2,020.00	20,000.00	20,481.74
3. January 00. 1/20	19,110.72		3,200.00	3,200.00	3,200.00	22,507.74
4. February 00. 1/20	9,700.00		3,200.00	1,010.41	11,010.41	21,010.51
5. March 20. 1/20	3,700.00		3,200.00	3,200.00	3,200.00	9,900.00
6. April 20. 1/20	17,300.00		3,200.00	3,200.00	3,200.00	20,700.00
7. May 20. 1/20	15,200.00		3,200.00	61,061.44	64,260.00	64,260.13
8. June 30. 1/20	20,200.00		3,200.00	1,010.41	20,000.00	20,200.00
9. July 30. 1/20	17,200.00		3,200.00	1,010.41	18,200.00	18,200.00
10. August 31. 1/20	22,200.00		10,500.00	2,011.72	10,500.00	33,711.72
11. September 30. 1/20	5,177.78		5,177.78	2,709.42	5,177.78	10,056.98
12. October 30. 1/20	27,154.53		27,154.53	6,137.72	27,154.53	50,426.78
13. November 20. 1/20	36,714.91		36,714.91	2,011.72	36,714.91	40,727.53
14. December 20. 1/20	22,200.00		22,200.00	1,010.41	22,200.00	23,210.41
15. December 30. 1/20	17,200.00		17,200.00	1,010.41	17,200.00	18,210.41
16. December 31. 1/20	10,200.00		10,200.00	1,010.41	10,200.00	11,210.41
17. January 1. 2000	2,711.72		2,711.72	1,010.41	2,711.72	4,423.13
18. February 18. 2000	17,467.72		17,467.72	7,467.72	17,467.72	25,332.23
19. March 31. 2000	42,264.72		42,264.72	11,055.00	42,264.72	74,384.72
20. April 10. 2000				11,055.00	11,055.00	22,110.00
21. May 10. 2000	47,023.17		22,110.00	21,153.27	11,055.00	69,231.44
22. June 10. 2000						120,372.62

First One (Dollars 47,150 to December 7th, 1999). In consideration of the China Mobile to be paid to Shenzhen Communications Co. Ltd. End of Contract Term Shenzhen Communications Co. Ltd. End of Contract Term	64,260.13 61,061.44 30,000.00 B
Second One (Dollars 47,150 to December 7th, 1999). In consideration of the China Mobile to be paid to Shenzhen Communications Co. Ltd. End of Contract Term Shenzhen Communications Co. Ltd. End of Contract Term	67,220.00 7,467.72 30,000.00 B
Total All Terms	131,480.13 68,528.16 60,000.00 B

A. The Second One Credit Agreement Contract term
B. The 11.12.01 Supply Agreement Contract term

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**ROA
TAB
869**

) From Harris Deborah K (Deborah Kristine)
Sent Friday September 22 2000 9:26 AM
To dackerman@winstar.com ruhl@winstar.com
Cc Aversano Nina, Plunkett, William bzlotnick@winstar.com lhicks@winstar.com
jrlitter@winstar.com fruben@winstar.com
Subject Winstar Services Purchase Order
Importance High

Dave and Rick

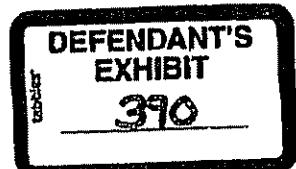
As Bill Plunkett and I indicated in our phone conversations on Thursday September 21st attached is a letter explaining the Lucent position regarding the Purchase Order for Services issued by Winstar on September 8th
Debbie



ljw@winstar.doc



dwawinstar.doc



Lucent Technologies
Bell Labs Innovations

Deborah K. Harris
Vice President
Global Sales
Winstar Account

Lucent Technologies Inc
Room A2-E52
283 King George Road
Warren New Jersey 07059
Telephone 908 559 5983
Facsimile 908 559 2338
email: dharrisbrown@lucent.com

September 22 2000

Mr. Richard J. Uhl
Group Executive and Chief Financial Officer
Winstar Communications
685 Third Avenue
New York New York 10017

Dear Rick

At the signing of the supply agreement certain services in support of the Winstar network deployment were described as potentially being performed by Lucent Technologies. The actual assumption of these services was contingent upon the development and successful execution of a transition plan for the services that Lucent and Winstar agreed were Lucent competencies and could be successfully executed by Lucent

In the past year Lucent has in fact executed a broad spectrum of services support valued at \$100M such as Architecture Planning Network/City Planning Integration Test Lab Capacity Management Detailed Equipment Engineering Installation Program Management Integration Testing Kenan Billing Integration Construction Management Monitoring & Surveillance Operations Technicians Disaster Recovery analysis, etc

There is tremendous potential in both the volume and content of services which Lucent can continue to provide and expand upon in support of Winstar's rapid growth. As Lucent becomes much more active in the actual construction of Winstar's Hubs and Bs/Cs worldwide expansion of Metros in North America and growth of the Long Haul Optical Network in North America and potentially in Europe the volume of business can grow significantly. In addition there are other untapped areas for Lucent services growth

Clearly, Winstar is growing globally and the need to ensure a consistent high level of execution, based upon proven best practices is required. Currently, Winstar does not have a Global Program Management Office (GPMO) to plan coordinate and ensure flawless execution worldwide. Lucent is prepared to provide the people processes and tools to Winstar to quickly establish a GPMO as a value added service to support Winstar International operations

There is a category of services which to date Winstar continues to provide for itself. These services include

Radio RF engineering

Site acquisition

Winstar Systems Group Services

- CSP Host development
- BSS systems testing
- Production Operations

Winstar Network Services management

Leased facilities acquisition

We have been pursuing ways to take on these services in an agreeable manner to all parties but have been unable to reach consensus. Consequently, we believe it is not appropriate for Lucent to accept Purchase Orders for these services. Specifically, we must reluctantly reject line item #1 of the Purchase Order for \$65,509,331.00 WVF1 00000002958 issued by Winstar on September 8, 2000. Lucent stands ready to negotiate an arrangement under which Lucent becomes responsible for some or all of these services whether via outsourcing or some other method. We suggest that Lucent and Winstar each designate an empowered team to move ahead with these negotiations with the goal of completing by October 15, 2000. If you agree with this suggestion we are ready to start immediately beginning with a kickoff meeting next week.

If you have any questions please contact me

Sincerely

Letter to
D W Ackerman

Copy to
N Aversano
L Hicks
W Plunkett
F Rubin
J Ritter
B Zlotnick